



## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING

Wednesday, February 22, 2023, at 5:00 PM

Snoqualmie City Hall, 38624 SE River Street & Zoom

### COMMITTEE MEMBERS

Bryan Holloway, Chair

Jolyon Johnson, Councilmember

Ethan Benson, Councilmember

*This meeting will be conducted in person and remotely using teleconferencing technology provided by Zoom.*

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### CALL TO ORDER & ROLL CALL

### PUBLIC COMMENTS

### MINUTES

1. Approval of minutes dated February 7, 2023.

### AGENDA BILLS

2. **AB23-016:** Resolution Ratifying the Third Two-Year Extension of the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement with Waste Management.
3. **AB23-029:** Resolution Awarding Fury Site Works Inc. for the Williams Addition Water Main Replacement Project.
4. **AB23-030:** Amendment No. 2 with RH2 Engineers for Utility System Plans

### DISCUSSION

5. DIRECTOR REPORTS
  1. Staffing
  2. Project status

### ADJOURNMENT



## PARKS & PUBLIC WORKS COUNCIL COMMITTEE & COMMITTEE OF THE WHOLE HYBRID MEETING MINUTES FEBRUARY 7, 2023

*This meeting was conducted in person and remotely using teleconferencing technology provided by Zoom*

### CALL TO ORDER

Councilmember Holloway called the meeting to order at 5:00 pm.

**Committee Members:** Councilmembers Jo Johnson (remote) and Ethan Benson were present. Also, present were Mayor Katherine Ross and Councilmember Cara Christensen (remote).

#### City Staff:

Mike Sauerwein, City Administrator; Bob Sterbank, City Attorney; Mike Chambless, Parks & Public Works Director; Patrick Fry, Project Engineer; Deana Dean, City Clerk; Andy Latham, IT Systems Support; Drew Bouta, Budget Manager.

Also in attendance: Scott Vermeulen (remote).

**PUBLIC COMMENTS** - There were no public comments.

### MINUTES

1. The minutes from the August 2, 2022, and January 18, 2023, Parks & Public Works Committee meetings were approved as presented.

### AGENDA BILLS

2. **AB23-020: Task Order 50 with NHC – Stormwater Management Action Plan.** Project Engineer Patrick Fry reviewed this item and answered committee questions. This matter is approved to the February 13, 2023, consent agenda.

### DISCUSSION

3. Splash Pad Design discussion. Parks & Public Works Director Mike Chambless introduced the design for the splash pad, review of equipment priorities and features. Next steps are plan drawings and permit review through the county. Committee member Holloway inquired about injury statistics based on the proposed features and securing all supplies. Committee member Benson inquired about location and number of tennis/pickleball courts. Brief discussion on soccer, tennis, and pickleball courts, expanding the walkway, and fencing along skate park.
4. Riverview Playground update. Mike Chambless provided an update on the Riverview playground which has started with tree work. The playground will be closing next week for demolition and replacement, which is weather dependent. The plan is to complete the project as quickly as possible. The department was contacted by a citizen expressing their gratitude for this project. Committee member Johnson inquired about ADA features.

5. Fire Station Boiler Project update. Patrick Fry provided an update on the fire station boiler project. The project is out to bid with bids closing on 2/28 and it is expected to be completed in five months. Expected cost is approximately \$265,000.
6. Community Center Expansion update. Mike Chambless provided an update on the Community Center expansion. A meeting was held with city staff, Parametrix, and Washington State Department of Enterprise Services project review committee regarding the alternate build option of design build for the Community Center expansion. It was a unanimous approval to allow the city to proceed. Ads have been developed and it is out to bid to select the design builder. Finalists should be identified towards the end of March, to Council at end of May for approval of contractor, and construction expected to finish in August of 2025.

## ADJOURNMENT

The meeting was adjourned at 5:39 pm.

*Minutes taken by Deana Dean, City Clerk*

*Recorded meeting audio is available on the City website after the meeting.*

*Minutes approved at the \_\_\_\_\_ Parks & Public Works Committee Meeting.*



# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-016  
February 27, 2023  
Committee Report

Item 2.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	AB23-016: Resolution No. XXXX Exercising the Option for a Third Two-Year Extension of the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement, and Providing for Severability and an Effective Date	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>PROPOSED ACTION:</b>	Move to Approve Resolution No. XXXX Exercising the Option for a Third Two-Year Extension of the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement.	<input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Mike Chambless	2/15/2023
	Finance	n/a	Click or tap to enter a date.
	Legal	Bob Sterbank	2/15/2023
	City Administrator	Mike Sauerwein	2/15/2023

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Bob Sterbank, City Attorney Mike Chambless, Parks and Public Works Director Carson Hornsby, Management Analyst		
<b>COMMITTEE:</b>	Parks & Public Works	<b>COMMITTEE DATE:</b> February 22, 2023	
<b>MEMBERS:</b>	Bryan Holloway	Jo Johnson	Ethan Benson
<b>EXHIBITS:</b>	1. Resolution No. XXXX 2. Bell & Associates Technical Memo 3. Original Waste Management Agreement 4. First Amendment 5. Second Amendment 6. Third Amendment 7. Resolution No. 1511 8. Resolution No. 1577 9. Extension Letter 10. Letter of Understanding		

<b>AMOUNT OF EXPENDITURE</b>	\$ n/a
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUESTED</b>	\$ n/a



## SUMMARY

### INTRODUCTION

The purpose of this agenda bill is to address the third and final two-year extension of the City's Comprehensive Garbage, Recyclables and Compostables Agreement with Waste Management (WM). The current extension term will end on May 31, 2023. Notice of the decision must be given by the City to WM at least 90 days prior to the expiration of the renewal term.

### BACKGROUND

The current garbage and recycling rates for City of Snoqualmie customers were established in 2012, through the Comprehensive Garbage, Recyclables and Compostables Collection Agreement with WM. The term of the agreement is 7 years with three 2-year extensions at the sole option of the City. The City opted to use the first two extensions in 2019 and 2021 (see Resolution No. 1511 and Resolution No. 1577 in exhibits), and the current extension will end on May 31, 2023. Should the City Council decide to authorize the third extension, the agreement will expire on May 31, 2025.

### ANALYSIS

The Administration worked with Chris Bell of the consulting firm Bell & Associates to analyze the City's contract with WM as well as market trends and conditions in the region. Mr. Bell provided a memo (exhibit 2) outlining his recommendation to exercise the option for the last two-year extension with WM.

Fees and rates for new agreements in the Puget Sound region have significantly increased in recent years due to a variety of reasons, and many cities have opted to extend their current agreements rather than conducting an RFP process or negotiating a new agreement. The Cities of Issaquah and North Bend are two examples of cities that saw significantly increased rate proposals as a result of their RFP processes. Issaquah's collection rates increased by approximately 55% when their City Council decided to retain Recology in 2022. North Bend completed a procurement for collection services in Fall 2022 and is still in the process of selecting a service provider after their rate proposals increased more than expected.

The information collected as part of this process suggests exercising the third agreement extension is a financial value for Snoqualmie ratepayers. Many communities have seen significant rate increases as a result of new agreements, and Snoqualmie is likely to see increased rates after the current agreement expires. The City has had a positive relationship with WM and residents have generally been satisfied with the service they have received throughout the term of the agreement. The administration and Mr. Bell recommend that Council exercise the option for the last two-year extension of the current agreement with WM. Staff will develop strategies to address future rate increases and prepare for the expiration of the agreement to lessen the impact on residents.

### NEXT STEPS

Staff will notify WM to exercise the option for the third and final two-year extension.

## PROPOSED ACTION

Move to Approve Resolution No. XXXX Exercising the Option for a Third Two-Year Extension of the Comprehensive Garbage, Recyclables, and Compostables Collection Agreement.

**RESOLUTION NO. XXXX****A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON EXERCISING THE OPTION FOR A THIRD, TWO-YEAR EXTENSION OF THE COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT, AUTHORIZING ISSUANCE OF NOTICE TO WASTE MANAGEMENT OF SAME, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Snoqualmie and Waste Management of Washington, Inc. (“WM”) are parties to that certain Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the “Agreement”), under which WM commenced providing services on June 1, 2012;

**WHEREAS**, on or about May 16, 2012, the Parties executed a First Amendment to the Agreement; and

**WHEREAS**, on or about September 10, 2012, the Parties executed a Second Amendment to the Agreement; and

**WHEREAS**, on or about June 10, 2019, the Parties executed a Third Amendment to the Agreement; and

**WHEREAS**, Section 1 of the Agreement provides that the Agreement’s term is seven years, starting June 1, 2012, and expiring May 31, 2019; and

**WHEREAS**, Section 1 further provides that the City may, at its sole option, extend the agreement for up to three (3) extensions, each of which shall not exceed two (2) years in duration; and

**WHEREAS**, to exercise its option to extend the Agreement, Section 1 also provides that notice shall be given by the City to WM no less than ninety (90) days prior to the expiration of the Agreement’s term or the expiration of a previous extension; and

**WHEREAS**, by letter dated February 22, 2019, the City provided notice, pursuant to Section 1 of the Agreement, of its exercise of the option for an extension of the Agreement for each of the three 2-year periods; and

**WHEREAS**, on August 26, 2019, the City Council confirmed and ratified the City's first 2-year extension of the Agreement, which expired on May 31, 2021, and

**WHEREAS**, on April 12, 2021, the City Council confirmed and ratified the City's second 2-year extension of the Agreement, set to expire on May 31, 2023, and

**WHEREAS**, the City Council desires to ratify the third 2-year extension provided in Section 1 of the Agreement;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:**

**Section 1. Exercise of Two-Year Extension of Agreement.** The City of Snoqualmie hereby exercises its option for a third, two-year extension of the Comprehensive Garbage, Recyclables and Compostables Collection Agreement between the City of Snoqualmie and Waste Management of Washington, Inc. ("the Agreement"). The two-year extension will expire on May 31, 2025. The Mayor or her designee is authorized to issue written notice to Waste Management of Washington, Inc. of the exercise of the third, two-year extension option provided for herein.

**Section 2. Severability.** If any one or more section, subsection, or sentence of this resolution is held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this resolution and the same shall remain in full force and effect.

**Section 3. Effective Date.** This Resolution shall be effective immediately upon its adoption.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 27<sup>th</sup> day of February 2023.

---

Katherine Ross, Mayor

Attest:

---

Deana Dean, City Clerk

Approved as to form:

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Bob C. Sterbank, City Attorney



Item 2.



# Solid Waste and Recycling Collection Contract Review Technical Memo



Bell & Associates, Inc.

February 2023

## Section 1 – Snoqualmie Contract

The collection contract between Waste Management (WM) and the City will expire on May 31, 2023. The contract has three, two-year extension before it fully expires. The City has exercised two of the extensions, leaving one more extension. It is in the best interest of the Snoqualmie rate payers for the Snoqualmie City Council to exercise its right to extend the collection services contract with WM until May 31, 2025.

### Current Regional Trends

Over the last three years, fees and rates for waste and recycling collection have significantly increased for new municipal contracts within the Puget Sound region. A representative from Republic Services cited the following reasons for the recent increases in procured rates:

1. Aggressive collection companies that were previously willing to sign low-return contracts to gain market share, but who are now seeking to regain the income foregone through those low-return contracts.
2. Long-term contracts that were adjusted for CPI and disposal only.
3. The cost of commingled recycling and organic composting were adjusted by CPI and not the actual costs, which have increased at rates in excess of CPI.
4. Rate structures that incentivize and subsidize customers with small volume garbage containers – there are not enough high volume customers to subsidize the small volume customers.

### Recent Contract Procurement Results

Issaquah completed its collection RFP with a city council decision in April 2022 to retain Recology, the city's contracted hauler. Table 1 compares the increased 2023 residential collection rates charged in Issaquah for the most popular service levels.

**Table 1. Issaquah Residential Service Rates**

Weekly Residential Service Level	2022	7/1/2023	% ▲
10 gal garbage / 65 gal recycling and organics	\$8.41	\$17.37	107%
20 gal garbage / 65 gal recycling and organics	\$10.89	\$20.49	88%
32 gal garbage / 65 gal recycling and organics	\$17.44	\$32.13	84%
45 gal garbage / 65 gal recycling and organics	\$24.54	\$43.25	76%
64 gal garbage / 65 gal recycling and organics	\$34.90	\$53.83	54%
96 gal garbage / 65 gal recycling and organics	\$52.33	\$65.84	26%

The contracted consultant for Issaquah, Jeff Brown, cited the following reasons for the significant increase in collection rates:

1. Current below-market rates as a result of the abnormally competitive market present during the last procurement
2. Annual inflation escalation is not keeping up with costs
3. Instability in recycling markets and the decrease in value of the materials
4. Inflation uncertainty



## 5. Supply chain issues

The Issaquah city council also reduced the administrative fee charged on collection services from 9% to 6%; however, the approximately 55% increased collection rates offset the reduced administrative fee percentage. The net impact in revenue collected by the city was 0.

North Bend completed a procurement for collection services in the Fall of 2022. North Bend's incumbent hauler, Republic Services, scored the highest of the three proposers. Like Issaquah, North Bend used Mr. Brown to complete its selection process. The scoring process to select the hauler was 60% of the overall grading criteria. Table 2 compares the current 2023 North Bend residential rates to the proposed 2024 contracted rates from Republic Services.

**Table 2. North Bend Residential Service Rates**

Weekly Residential Service Level <sup>1</sup>	2023	2024	% <sup>▲</sup>
20 gal garbage / 64 gal recycling / 96 gal organic EOW	\$20.59	\$29.03	41.0%
32 gal garbage / 64 gal recycling / 96 gal organic EOW	\$26.56	\$35.83	34.9%
45 gal garbage / 64 gal recycling / 96 gal organic EOW	\$34.51	\$42.66	23.6%
64 gal garbage / 64 gal recycling / 96 gal organic EOW	\$43.35	\$50.46	16.4%
96 gal garbage / 64 gal recycling / 96 gal organic EOW	\$57.10	\$59.27	3.8%

**1-Table 2 Note:** Every-other-week (EOW) organic collection is part of the base services in the current contract; however, the proposed rates in Table 2 do not include this service in the proposed contract. If residents want organic waste collection, it would be a subscription service with an additional monthly fee.

The following service enhancements were included in the proposed contract between North Bend and Republic Services that impact rates:

1. Annual payments to the North Bend Downtown Foundation
  - a. \$30,000 in 2023 and \$10,000 annually after that
2. A 5% cap on inflation-related increases (collection costs)
3. Discounted bulky item collection
4. Unlimited commercial recycling
5. Electric support vehicles

North Bend staff recommended to the city council in November to approve a new contract with the incumbent, Republic Services. However, the council had some concerns and questions, which are still being addressed by city staff and its consultant. Therefore, North Bend is still in the process of selecting a service provider.

Covington started the service procurement process; however, once the rates were submitted by the proposing haulers, the city council decided to exercise the remaining two-year contract extension because the rates were higher than expected.

Tukwila finalized a new, ten-year contract in September 2022 with Recology. Collection rates increased significantly with the change from WM to Recology. The residential rate for a 35 gallon cart increased from \$14.03 to \$27.36, which was a 95% increase.

## Conclusion

In light of the increased rates seen in cities that are negotiating or have recently finalized new contracts, it is recommended that the City Council invoke the third, two-year extension of the existing Waste Management collection agreement.



# **COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT**

**City of Snoqualmie  
and  
Waste Management of Washington, Inc.**

**June 1, 2012 – May 31, 2019**

# COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

## TABLE OF CONTENTS

<b>RECITALS</b> .....	<b>1</b>
<b>DEFINITIONS</b> .....	<b>1</b>
<b>1. TERM OF CONTRACT</b> .....	<b>6</b>
<b>2. SCOPE OF WORK</b> .....	<b>6</b>
<b>2.1 GENERAL COLLECTION SYSTEM REQUIREMENTS</b> .....	<b>6</b>
2.1.1 <i>City Service Area</i> .....	6
2.1.2 <i>Annexation</i> .....	6
2.1.3 <i>Unimproved Public Streets and Private Roads</i> .....	7
2.1.4 <i>Hours/Days of Operation</i> .....	8
2.1.5 <i>Employee Conduct</i> .....	8
2.1.6 <i>Disabled Persons Service</i> .....	9
2.1.7 <i>Holiday Schedules</i> .....	9
2.1.8 <i>Inclement Weather and Other Service Disruptions</i> .....	9
2.1.9 <i>Suspending Collection from Problem Customers</i> .....	10
2.1.10 <i>Missed Collections</i> .....	11
2.1.11 <i>Same Day Collection</i> .....	12
2.1.12 <i>Requirement to Recycle and Compost</i> .....	12
2.1.13 <i>Routing, Notification and Approval</i> .....	12
2.1.14 <i>Equipment Age/Condition</i> .....	13
2.1.15 <i>Container Requirements and Ownership</i> .....	14
2.1.15.1 <i>Micro-Cans and Garbage Cans</i> .....	14
2.1.15.2 <i>Garbage, Recyclables and Compostables Carts</i> .....	15
2.1.15.3 <i>Detachable and Drop-Box Containers</i> .....	16
2.1.15.4 <i>Recycling Carts</i> .....	17
2.1.15.5 <i>Ownership</i> .....	18
2.1.15.6 <i>Container Colors and Labeling</i> .....	18
2.1.15.7 <i>Container Weights</i> .....	19
2.1.16 <i>Spillage</i> .....	19
2.1.17 <i>Pilot Programs</i> .....	20
2.1.18 <i>Disruption Due to Construction</i> .....	20
2.1.19 <i>Contractor Planning Assistance</i> .....	21
2.1.20 <i>Safeguarding Public and Private Facilities</i> .....	21
2.1.21 <i>Company Name</i> .....	21
2.1.22 <i>Transition and Implementation of Contract</i> .....	21
2.1.23 <i>Ongoing Coordination with City and Performance Review</i> .....	22
2.1.24 <i>Disposal Restrictions and Requirements</i> .....	23
2.1.25 <i>Direct Payment of Disposal Fees by City</i> .....	23

# COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

## TABLE OF CONTENTS (CONTINUED)

2.1.26	<i>City-Directed Compost-processing Facility.....</i>	<i>23</i>
2.1.27	<i>Violation of Ordinance.....</i>	<i>24</i>
2.2	<b>COLLECTION SERVICES.....</b>	<b>25</b>
2.2.1	<i>Single-Family Residence Garbage Collection .....</i>	<i>25</i>
2.2.1.1	Subject Materials.....	25
2.2.1.2	Collection Containers.....	25
2.2.1.3	Specific Collection Requirements .....	25
2.2.2	<i>Single-Family Residence Recyclables Collection .....</i>	<i>27</i>
2.2.2.1	Subject Materials.....	27
2.2.2.2	Containers .....	28
2.2.2.3	Specific Collection Requirements .....	29
2.2.3	<i>Compostables Collection.....</i>	<i>30</i>
2.2.3.1	Subject Materials.....	30
2.2.3.2	Containers .....	31
2.2.3.3	Specific Collection Requirements .....	32
2.2.4	<i>Single Family Bulky Waste Collection .....</i>	<i>32</i>
2.2.4.1	Subject Materials.....	32
2.2.4.2	Specific Collection Requirements .....	32
2.2.5	<i>Multi-Family Complex and Commercial Customer Garbage Collection .....</i>	<i>33</i>
2.2.5.1	Subject Materials.....	33
2.2.5.2	Containers .....	33
2.2.5.3	Specific Collection Requirements .....	34
2.2.6	<i>Multi-Family Complex Recyclables Collection.....</i>	<i>34</i>
2.2.6.1	Subject Materials.....	34
2.2.6.2	Containers .....	35
2.2.6.3	Specific Collection Requirements .....	35
2.2.6.4	Multi-Family Recycling Outreach and Incentives.....	36
2.2.7	<i>Commercial Recycling Collection.....</i>	<i>36</i>
2.2.7.1	Subject Materials.....	36
2.2.7.2	Containers .....	37
2.2.7.3	Specific Collection Requirements .....	37
2.2.8	<i>Multi-Family Complex and Commercial Customer Compostables Collection.....</i>	<i>38</i>
2.2.8.1	Subject Materials.....	38
2.2.8.2	Containers .....	38
2.2.8.3	Specific Collection Requirements .....	38
2.2.9	<i>Drop-Box Container Garbage Collection.....</i>	<i>39</i>
2.2.9.1	Subject Materials.....	39
2.2.9.2	Containers .....	39
2.2.9.3	Specific Collection Requirements .....	39
2.2.10	<i>Temporary Container Customers.....</i>	<i>40</i>

## COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

### TABLE OF CONTENTS CONTINUED

2.2.11	<i>Municipal Services</i> .....	40
2.2.12	<i>City-Sponsored Community Events</i> .....	41
2.2.13	<i>Other Solid Waste Collection Services</i> .....	41
2.3	MANAGEMENT .....	42
2.3.1	<i>Responsibility of Participants</i> .....	42
2.3.1.1	Contractor's Responsibilities .....	42
2.3.1.2	City's Responsibilities .....	44
2.3.2	<i>Customer Service and Billing</i> .....	45
2.3.2.1	Office Location .....	45
2.3.2.2	Customer Service Requirements .....	45
2.3.2.2.1	Customer Service Representative Staffing.....	45
2.3.2.2.2	Service Recipient Complaints and Requests .....	46
2.3.2.2.3	Handling of Customer Calls.....	47
2.3.2.2.4	Corrective Measures .....	47
2.3.2.2.5	Internet Website.....	48
2.3.2.2.6	Full Knowledge of Programs Required.....	48
2.3.3	<i>Contractor's Customer Billing Responsibilities</i> .....	49
2.3.4	<i>Reporting</i> .....	51
2.3.4.1	Monthly Reports .....	52
2.3.4.2	Annual Reports .....	53
2.3.4.3	Ad Hoc Reports.....	54
2.3.5	<i>Promotion and Education</i> .....	54
2.3.6	<i>Field Monitoring</i> .....	55
2.3.7	<i>Transition to Next Contractor</i> .....	55
3.	COMPENSATION .....	56
3.1	COMPENSATION TO THE CONTRACTOR .....	56
3.1.1	<i>Rates</i> .....	56
3.1.2	<i>Itemization on Invoices</i> .....	56
3.1.3	<i>Mandatory Collection Enforcement</i> .....	<b>Error! Bookmark not defined.</b>
3.2	COMPENSATION TO THE CITY.....	57

## COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

### TABLE OF CONTENTS (CONTINUED)

3.3	COMPENSATION ADJUSTMENTS.....	58
3.3.1	<i>Annual Rate Adjustment</i> .....	58
3.3.2	<i>Disposal Fee Adjustments</i> .....	58
3.3.3	<i>Changes in Disposal/Processing Sites and Tipping Fees</i> .....	58
3.3.4	<i>Other Modifications</i> .....	59
3.4	CHANGE IN LAW.....	59
4.	FAILURE TO PERFORM, REMEDIES, TERMINATION.....	60
4.1	PERFORMANCE FEES.....	60
4.2	CONTRACT DEFAULT.....	63
5.	NOTICES.....	64
6.	GENERAL TERMS.....	65
6.1	COLLECTION RIGHT.....	65
6.2	ACCESS TO RECORDS.....	66
6.3	CONTRACTOR TO MAKE EXAMINATIONS.....	66
6.4	INSURANCE.....	67
6.4.1	<i>Minimum Scope of Insurance</i> .....	67
6.4.2	<i>Minimum Amounts of Insurance</i> .....	68
6.4.3	<i>Deductibles and Self-Insured Retentions</i> .....	68
6.4.4	<i>Other Insurance Provisions</i> .....	68
6.4.5	<i>Acceptability of Insurers</i> .....	69
6.4.6	<i>Verification of Coverage</i> .....	69
6.4.7	<i>Subcontractors</i> .....	69
6.4.8	<i>ACORD Form</i> .....	69
6.5	PERFORMANCE BOND.....	70
6.6	INDEMNIFICATION.....	70
6.6.1	<i>Indemnify and Hold Harmless</i> .....	70
6.6.2	<i>Notice to Contractor; Defense</i> .....	70
6.6.3	<i>Industrial Insurance Immunity Waiver</i> .....	71
6.7	PAYMENT OF CLAIMS.....	71
6.8	CONFIDENTIALITY OF INFORMATION.....	71
6.9	ASSIGNMENT OF CONTRACT.....	72
6.9.1	<i>Assignment or Pledge of Moneys by the Contractor</i> .....	72
6.9.2	<i>Assignment, Subcontracting, Delegation of Duties and Change in Control</i> .....	72
6.10	LAWS TO GOVERN/VENUE.....	72
6.11	COMPLIANCE WITH LAW.....	73

## COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

### TABLE OF CONTENTS (CONTINUED)

6.12	NON-DISCRIMINATION.....	73
6.13	PERMITS AND LICENSES.....	74
6.14	RELATIONSHIP OF PARTIES.....	74
6.15	CONTRACTOR'S RELATIONSHIP WITH CUSTOMERS.....	74
6.16	BANKRUPTCY.....	74
6.17	RIGHT TO RENEGOTIATE/AMENDMENT.....	74
6.18	FORCE MAJEURE.....	75
6.19	ILLEGAL PROVISIONS/SEVERABILITY .....	75
6.20	WAIVER .....	75
6.21	ENTIRETY.....	75

Attachment A: Service Area Map

Attachment B: Contractor Initial Rates

Attachment C: Rate Modification Example

**This solid waste collection contract is entered into by and between the City of Snoqualmie, a municipal corporation of the State of Washington ("City"), and Waste Management of Washington, Inc., a Washington corporation ("Contractor") to provide for collection of Garbage, Compostables, and Recyclables from Single-Family Residences, Multi-Family Complexes and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)**

**The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:**

#### **RECITALS**

WHEREAS, the City has completed a competitive process to secure this new solid waste collection contract; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to perform the contract services; and

WHEREAS, the City desires to enter into this contract with the Contractor for the Garbage, Recyclables and Compostables collection services;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises herein contained, the City and Contractor do hereby agree as follows:

#### **DEFINITIONS**

**Change in Control:** Change in Control means any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers the 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of this contract shall not constitute a change in control.

**City:** The word "City" means the City of Snoqualmie, King County, Washington. As used in the Contract, it includes the official of the City holding the office of the City Manager or her/his designated representative, such as the City's Director of Public Works.

**City Service Area:** The initial City Service Area shall be the corporate limits of the City as of the execution date of this Contract.

**Commercial Customer:** The term "Commercial Customer" means non-residential Customers including businesses, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

**Commercial Recyclables:** The term "Commercial Recyclables" means aluminum cans and foil; corrugated cardboard; glass containers; recyclable plastic containers that have contained non-

hazardous products, Mixed Paper; newspaper; polycoated cartons; tin cans; and such other materials that the City and Contractor determine to be recyclable

**Compostables:** The word “Compostables” means Yard Debris and Food Scraps separately or combined.

**Compostables Cart:** The term “Compostables Cart” means a Contractor-provided 20/21-, 32/35-, 64- or 96-gallon wheeled cart provided to Compostables collection Customers for the purpose of containing and collecting Compostables.

**Container:** The word “Container” means any Micro-Can, Cart, Detachable Container or Drop-Box Container owned and provided by the Contractor.

**Contractor:** The word “Contractor” means Waste Management of Washington, Inc., which has contracted with the City to collect and dispose of Garbage and to collect, process, market and transport Recyclables and Compostables.

**Curb or Curbside:** The words “Curb” or “Curbside” mean on the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

**Customer:** The word “Customer” means all users of solid waste services, including property owners, managers and tenants.

**Detachable Container:** The term “Detachable Container” means a watertight metal or plastic Container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

**Drop-Box Container:** The term “Drop-Box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer's site.

**Extra Unit:** The term “Extra Unit” means excess material which does not fit in the Customer's primary Container. In the case of Can/Cart services, An Extra Unit is shall be 32-gallons in volume, and may be loose or contained in either a plastic bag or Garbage Can. In the case of Garbage Containers one cubic yard or more in capacity, and Extra Unit is one cubic yard.

**Food Scraps:** The term “Food Scraps” mean all Compostable pre- and post-consumer organic wastes placed in a Compostables Cart, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds or egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or biodegradable products specifically accepted by the Contractor's selected composting site. Food Scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the approval of



the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

**Garbage:** The word “Garbage” means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by Customers of the Contractor in appropriate bins, bags, cans or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Hazardous Wastes, Special Wastes, Source-Separated Recyclables or Compostables.

**Garbage Can:** The term “Garbage Can” means a City-approved Container that is a water-tight galvanized sheet-metal or sturdy plastic Container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect proof.

**Garbage Cart:** The term “Garbage Cart” means a Contractor-provided 20/21-, 32/35-, 64- or 96-gallon wheeled cart suitable for household deposit, storage and Curbside placement and collection of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

**Hazardous Waste:** The term “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act (“RCRA”) of 1976, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments (“HSWA”) of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

**King County Disposal System:** The term “King County Disposal System” means the real property owned, leased or controlled by the King County Solid Waste Division, King County, Washington for the disposal of Garbage, or such other site as may be authorized by the then current King County Comprehensive Solid Waste Management Plan.

**Micro-Can:** The term “Micro-Can” means a water-tight plastic Container not exceeding ten gallons in capacity; fitted with two sturdy handles, one on each side; and fitted with a tight cover.

**Mixed Paper:** The term “Mixed Paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperback books, paperboard packaging, paper cups and other

fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic, wax or foil are excluded from the definition of Mixed Paper.

**Mixed-Use Building:** The term “Mixed-Use Building” means a structure inhabited by both Residential and Commercial Customers.

**Multi-Family Complex:** The term “Multi-Family Complex” means a multiple-unit Residence with two or more attached or unattached dwellings billed collectively for collection service.

**Private Road:** The term “Private Road” means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

**Public Street:** The term “Public Street” means a public right-of-way used for public travel, including public alleys.

**Recycling:** The word “Recycling” means pertaining to the preparation, collection, process and marketing of Recyclables.

**Recycling Cart:** The term “Recycling Cart” means a Contractor-provided 35-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-Separated Recyclables.

**Recycling Container:** The term “Recycling Container” means a Contractor-provided Container suitable for on-site collection, storage and placement of Source-Separated Recyclables at Multi-Family Complexes and Commercial Customer locations.

**Residence/Residential:** The words “Residence” or “Residential” mean a living space, with a kitchen, individually rented, leased or owned.

**Residential Recyclables:** The term “Residential Recyclables” means aluminum cans and foil; corrugated cardboard; glass Containers; Mixed Paper; motor oil, newspaper; recyclable plastic Containers that have contained non-hazardous products; polycoated or aseptic cartons; scrap electronics, Scrap Metals and tin cans.

**Scrap Metals:** The term “Scrap Metals” means ferrous and non-ferrous metals, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece. Scrap metal shall include small appliances such as microwave ovens and toasters provided that the appliances meet size and weight requirements.

**Single-Family Residence:** The term “Single-Family Residence” means all one-unit houses, duplexes, triplexes and 4-plexes that are billed for collection service individually and located on a Public Street or Private Road.

**Source-Separated:** The term “Source-Separated” means certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including, but not limited to Recyclables, Compostables and other materials.

**Special Waste:** The term “Special Waste” means polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

**Yard Debris:** The term “Yard Debris” means leaves, grass and clippings of woody, as well as fleshy, plants. Unflocked, undecorated holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two feet by two feet by four feet (2’x2’x4’) in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials.

**WUTC:** The term WUTC means the Washington Utilities and Transportation Commission.

## **COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT**

This agreement (hereafter, "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between the City of Snoqualmie, a municipal corporation (hereafter, "City"), and Waste Management of Washington, Inc., a Washington corporation (hereafter, "Contractor"). The Contractor's proposal, dated September 7, 2011 is incorporated by reference. In the case of conflict between the proposal and this Contract, the Contract shall rule.

### **1. TERM OF CONTRACT**

The term of this Contract is seven years, starting June 1, 2012, and expiring May 31, 2019. The City may, at its sole option, extend the agreement for up to three (3) extensions, each of which shall not exceed two (2) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time. To exercise its option to extend this Contract, notice shall be given by the City to the Contractor no less than ninety (90) days prior to the expiration of the Contract term or the expiration of a previous extension.

### **2. SCOPE OF WORK**

#### **2.1 General Collection System Requirements**

The Contractor shall collect, transfer and dispose of Garbage, Recyclables and Compostables according to the terms and conditions of this agreement; provided, that the Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or Special Waste as those terms are defined herein. The Contractor shall indemnify the City for any City damages caused by violation of this Section. To the extent identifiable, Customers shall remain responsible for any Hazardous Waste or Special Waste inadvertently collected and identified by Contractor.

##### **2.1.1 City Service Area**

The Contractor shall provide all services pursuant to this Contract throughout the entire City Service Area.

##### **2.1.2 Annexation**

If additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and Containers, may take time to procure, and therefore, shall not penalize the

Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Contractor. This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor will service any future annexation areas shall be seven (7) years, notwithstanding the term set forth in Section 1 of this Agreement.

If, during the life of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notice from the City, Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and Containers, may take time to procure for distribution, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas covered by this paragraph due to procurement delays that are not within the control of the Contractor. The City will indemnify, hold harmless and defend the Contractor from any and all claims, actions, suits, liability, loss, costs, expenses and damages, including costs and attorney fees, arising out of Contractor's service in that annexed territory under this Contract.

Annexed areas Customers shall receive the same Containers as used elsewhere in the City, in accordance with the provisions of this Contract. In the event where an annexed area is being serviced with Containers different from the City's program, the Contractor shall be responsible for timely Customer notification, removal and recycling of existing Containers and delivery of appropriate Containers to those Customers.

### 2.1.3 Unimproved Public Streets and Private Roads

Residences located in an area that does not allow safe access, turn-around or clearance for service vehicles will be provided service if materials are set out adjacent to the nearest Public Street or shared Private Road that provides safe access.

In the event that the Contractor believes that a shared Private Road cannot be safely negotiated or that providing walk-in service for Single-Family Customers is impractical due to distance or unsafe conditions, the

Contractor shall work with the Customer to negotiate the nearest safe and mutually convenient pick up location.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective Customers. Contractor may require a damage waiver agreement or decline to provide service on those Private Roads. The City shall review and approve the damage waiver form prior to its use with the Contractor's Customers.

#### 2.1.4 Hours/Days of Operation

All regular collections from Customers shall be made on Monday through Thursday, between the hours of 7:00 a.m. and 7:00 p.m. during normal operations, with Friday or Saturday collections allowed for Commercial Customers (with a starting time of 8:00 AM for Saturday collections) and in the case of weeks with holidays or inclement weather events. Friday collection of bulky waste items shall be allowed within the regular hours listed above. The City may authorize an extension of hours or days to accommodate specific Customers or sections of routes. Saturday collection is allowed to the extent consistent with the needs of Commercial Customers, special bulky waste collections, make-up collections, and holiday and inclement weather schedules. City code noise restrictions, as amended from time to time, shall be applicable to collection services provided under this contract.

#### 2.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables and Compostables shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Employees shall not trespass or loiter, cross flower beds, hedges or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, employees shall wear a professional and presentable uniform with an identifying badge with photo and company emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the

offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal shall be addressed by the Contractor immediately, and related documentation shall be provided to the City.

#### 2.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables and Compostables to households lacking the ability to place Containers at the Curb, at no additional charge. The Contractor shall use qualification criteria that are fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

#### 2.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Years Day, Thanksgiving Day, and Christmas Day).

When the day of regular collection is a King County Transfer Station holiday, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor shall not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections shall be made one day early only with the consent of the Commercial Customer.

#### 2.1.8 Inclement Weather and Other Service Disruptions

When weather or flooding conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plans and outcomes for each day that severe inclement weather is experienced as soon as practical that same business day.

In the event of a flood event, the Contractor shall provide Drop-Boxes for flood debris within twenty-four hours at two locations designated by the City. The number of boxes and servicing schedule shall be sufficient to handle the volume of delivered debris without overflow. The Contractor shall be reimbursed for this service at contract Drop-Box rates.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on the Friday of the same week, or, if inclement weather persists, on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of

materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 7:00 pm and/or on Fridays following disruptions due to weather in order to finish collection routes.

If successive weather events occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (i.e., Tuesday Customers), an additional collection will be made on the next possible business day that same week, (i.e. not waiting for the regularly scheduled collection day for the missed area.) If multiple days are missed due to inclement weather in multiple weeks, collections shall be made on the next regularly scheduled collection day. In the event of successive service disruptions impacting entire neighborhoods, the Contractor shall provide temporary Residential Garbage collection sites using driver-staffed Drop Box Containers or other suitable equipment, with no extra charge assessed for such temporary service.

The inclement weather/disruption in service requirements in the preceding paragraph may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve Customers.

All holiday and weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the *Seattle Times* newspaper and KING AM, KIRO, and KOMO radio stations) notifying residents of the modification to the collection schedule. The Contractor shall use automated dialing services to inform Customers at the route level about service changes, provided that Customers shall be provided the option of opting out of automated calls.

When closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor will be provided temporary authorization to perform collection services after 6:00 pm and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 4.1.

#### 2.1.9 Suspending Collection from Problem Customers



The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Containers, repeated refusal to position Garbage, Recycling and Compostables Carts properly, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible

#### 2.1.10 Missed Collections

If Garbage, Recyclables or Compostables Containers are set out inappropriately, improperly prepared or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables or Compostables that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the Customer on the same day if notified by 12:00 p.m. Monday through Friday, otherwise the collection shall occur on the next business day. The Contractor shall maintain an electronic database of all missed pick-ups (whether reported by telephone call or e-mail) and Contractor shall routinely note and provide corrective action to those Customers who experience repeated missed pick-ups. Such records shall be made available for inspection upon request by the City and shall be included with monthly reports unless otherwise directed by the City.

In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on Monday in the event of notification after 12:00 p.m. on Friday), the Contractor shall collect the materials that day and shall be subject to performance fees. If the Contractor is requested by the Customer to make a return trip due to no

fault of the Contractor, the Contractor shall be permitted to charge the Customer an additional fee for this service (a "return trip fee" at the rate specified in Attachment B), provided the Contractor notifies the Customer of this charge in advance.

#### 2.1.11 Same Day Collection

Garbage, Recyclables and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence Customers. The collection of Garbage, Recyclables and Compostables from Multi-Family Complexes and Commercial Customers need not be scheduled on the same day.

#### 2.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all loads of Source-Separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards. The Contractor's residuals from the overall processing operations at the facility (including both City and non-City material) shall not exceed 5%. If more than 5% of inbound materials are found to be contaminants, the Contractor will develop a plan to determine which Customers are adding contaminants in their Recyclables and then provide a public education program to remedy the situation.

The Contractor shall process Recyclables in such a manner as to meet market specifications and to minimize out-throws and prohibitives in baled material. The Contractor shall remove 90% or more of the inbound contaminants for disposal.

City staff shall be provided access to the Contractor's processing facilities at any time for the purposes of periodically monitoring the facilities' performance under this Section. Monitoring may include, but not limited to, taking samples of unprocessed Recyclables, breaking selected bales and measuring the out-throws and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure the Contractor's performance under this Section and to ensure that misdirected Recyclables and contamination are minimized.

Obvious contaminants included with either Source-Separated Recyclables or Compostables shall not be collected, and shall be left in the Customer's Container with a prominently displayed notification tag (per Section 2.1.10) explaining the reason for rejection.

#### 2.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Garbage, Recyclables and Compostables shall be collected from each Single-Family Residence.

The Contractor may change the day of collection by giving notice at least twenty-one (21) days prior to the effective date of the proposed change and must obtain advance written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, and such approval shall not be unreasonably withheld.

#### 2.1.14 Equipment Age/Condition

The Contractor shall use vehicles that meet model year 2012 or later model year emissions standards, except during the first twelve (12) months of service when, upon permission of the City, which shall not be unreasonably withheld, older vehicles may be used to allow the Contractor to procure new vehicles. Back-up vehicles used fewer than thirty (30) operating days per calendar year shall not be subject to the age and emission standards that apply to regularly-used vehicles, but shall be presentable, in safe working order and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

All vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week and shall be repainted as necessary.

All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Compostables leachate) or oils (lubricating, hydraulic or fuel) are discharged to Customer premises or City streets. Any equipment not meeting these standards shall not be used within the City until repairs are made. All liquid spills will be immediately cleaned to the City's and Customer's satisfaction. Unremediated spills and failure to repair vehicle leaks shall be subject to performance fees as provided in Section 4.1.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the vehicle which clearly indicate the vehicle inventory number. The Customer service telephone number shall

be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. Signs, sign locations and the telephone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo and Customer service telephone number and website address. Special promotional messages may be permitted, upon the City's prior written approval. In addition, any vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard will show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example K-1, K-2, etc., limited to a two digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles. All Contractor route, service and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection areas.

#### 2.1.15 Container Requirements and Ownership

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to performance fees, as provided in Section 4.1.

Customers may elect to own or secure Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, Containers owned or secured by Customers must be capable of being serviced safely by the Contractor's collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned Containers. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular Container is compatible, the City shall make a final determination.

##### 2.1.15.1 Micro-Cans and Garbage Cans

Customers shall use a Contractor-owned Micro-Can or Garbage Cart for small Container Garbage collection service. Plastic bags and Garbage Cans may be used for overflow volumes of Garbage, but not as a Customer's primary Container.

If a Customer uses their own Container for excess Garbage, Contractor crews shall be expected to handle the Container in

such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers, wear and tear excepted.

#### 2.1.15.2 Garbage, Recyclables and Compostables Carts

The Contractor shall provide Micro-Cans and 20/21-, 32/35-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection; 35-, 64- or 96-gallon Recyclables Carts; and 35, 64- and 96-gallon Compostables Carts. All Carts shall be manufactured from a minimum of 10 percent (10%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed instructional label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. Failure to do so will result in performance fees as provided in Section 4.1. All wheeled cart manufacturers, styles and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All Carts must have materials preparation instructions and telephone and website contact information that visually depicts allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid.

All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition to allow material storage, handling, and collection; contain no jagged edges or holes; be equipped with functional wheels or rollers for movement; be equipped with functional lid; and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement. The carts shall be labeled with instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the Container causing the Container to melt or burn).

Contractor personnel shall note any damaged hinges, holes, poorly functioning wheels and other similar repair needs on Contractor-owned carts (including those for Garbage, Recycling and Compostables) and forward repair notices to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than three (3) business days after notice from the Customer or City. Replacement Carts may be new or used and reconditioned, and all Carts shall be clean and appear presentable when delivered.

Unusable carts shall be retrieved by Contractor, cleaned (if necessary) and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart during the term of the Contract due solely to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues and upon City-approval, the Contractor may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

#### 2.1.15.3 Detachable and Drop-Box Containers

The Contractor shall furnish, deliver, and properly locate 1-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- or 40-cubic yard uncompacted Drop-Box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) days of the request.

Containers shall be located on the premises in a manner satisfactory to the Customer and for collection by the Contractor. Containers shall not be placed by Contractor, or kept for use by Customer, in any City Public Street. Any Container located in any City Public Street at any time is at the Contractor's risk and not the City's. Any Container located in City Public Right of Way is in violation of this section, and shall immediately be removed upon request by the City.

Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every service; have four (4) wheels for Containers 2-cubic yards and under; be in good condition for Garbage, Recyclables or Compostables storage and handling; and, have no leaks, jagged edges or holes. Drop-Box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a functional winch system that is maintained in good repair. Each type of Detachable Container (i.e. Recyclables, Compostables or Garbage) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 2.1.15.6, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

Detachable Containers shall be cleaned, reconditioned and repainted (if necessary) before being initially supplied, or returned after repair or reconditioning, to any Customer. The Contractor shall provide an on-call Container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four (24) hours any Container that was supplied by the Contractor if the City or a Health Department inspector determines that the Container fails to comply with reasonable standards or in any way constitutes or contributes to a health or safety hazard.

In the event that a particular Customer repeatedly damages a Container due to that Customer's negligence or intentional misuse, the Contractor shall forward in writing the Customer's name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that Customer, on the City's prior approval.

#### 2.1.15.4 Recycling Carts

The Contractor shall provide Recycling Carts to Customers within the City Service Area, including new Residences and annexation areas, as well as replacement Carts to existing Customers who request them because of loss, theft or damage. Carts shall be provided within seven (7) days of a Customer request.

All distributed Recycling Carts shall include information materials describing material preparation and collection requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions that visually depict allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid, along with telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

In the event that a Customer intentionally damages or misuses their Recycling Cart, the Contractor may discontinue recycling service to that Customer, on the City's prior approval and/or

may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

#### 2.1.15.5 Ownership

On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts and Compostables Carts purchased or obtained by the Contractor in performance of this contract, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Upon written notice, the City may elect to assign this ownership option to a third party.

Detachable Containers and Drop-Box Containers shall be purchased, delivered and maintained by the Contractor during the term of this Contract. On the termination of this Contract for any reason, the City may, at its option, purchase or assign the right to purchase the Contractor's in-place inventory of Detachable Containers or Drop-Box Containers for use by the successive contractor. In the event that Contractor's Containers are purchased or assigned, the sale price shall equal fifty percent (50%) of the average new price for each Container, based on the average price from three (3) manufacturers at the time of the termination. For the purposes of this transaction, the average prices shall include transportation from the manufacturer to the Contractor's closest service yard, but shall exclude sales or use taxes.

#### 2.1.15.6 Container Colors and Labeling

New and replacement Contractor-provided Recycling Carts shall be blue, Compostables Carts shall be green, and Garbage Carts shall be grey or black, to be decided by the City. Detachable Containers used for Garbage shall be green and all Detachable Containers used for Recyclables shall be blue. The color requirements apply to Cart bodies and lids, but not Commercial Container lids.

The City may direct changes to cart colors at any time prior to the Contractor ordering initial or replacement carts provided the new direction from the City does not require replacement of existing inventories and the cost per unit does not increase to the Contractor. Specific Container colors shall be approved by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with up-to-date instructional information and contact information prior to delivery,



including both a customer service phone number and a website address. All label designs shall be approved by the City prior to ordering by the Contractor. The location of the label on the Containers shall be subject to the City's prior approval. Labels shall be replaced by the Contractor at no additional charge when faded, damaged, out-of-date, or upon City or Customer request.

#### 2.1.15.7 Container Weights

Micro-Cans shall not exceed twenty 20 pounds, 20-gallon Garbage Carts shall not exceed forty 40 pounds and Garbage Cans shall not exceed sixty (60) pounds in weight. Cart weights shall not exceed sixty (60) pounds for the 35-gallon size, one hundred-twenty (120) pounds for the 64-gallon size and one hundred-eighty (180) pounds for the 96-gallon size. No specific weight restrictions are provided for Detachable Containers, however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weights.

#### 2.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers and tippers on all collection vehicles shall be operated so as to prevent any blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at Contractor's expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and contain any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering this material. Spillage not immediately cleaned up shall be cause for performance fees, as described in Section 4.1.

All vehicles used in the performance of this Contract shall be required to carry regularly-maintained and fully-functional spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of Contractor vehicle fluids or leachate. The Contractor shall notify the City via e-mail within two hours of any major spill or any spill that leaves a noticeable stain on

City Roads or private property. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. Prior to operating any vehicle in the City, all Contractor vehicle drivers shall be provided with hands-on training on the location, maintenance, and use of spill kits and associated containment and notification procedures. Such training shall be provided to all vehicle drivers at least annually.

All Drop-Box loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

#### 2.1.17 Pilot Programs

The City may wish to test and/or implement one or more changes to waste stream segregation, materials processing or collection technology, promotion of services, or collection frequency at some point during the term of the Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a City-wide basis. The costs (or savings) accrued by any City-initiated pilot programs shall be negotiated prior to implementing any City-directed pilot or proceeding with City Service Area-wide full implementation. The Contractor shall coordinate with the City and participate fully in the design, roll-out, operation and troubleshooting of such pilot programs.

Contractor-initiated pilot programs shall require prior written notification and approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to City-wide implementation at the City's request.

Contractor-initiated surveys are allowed of businesses and/or Residences to gather information about generic service preferences or to access pilot program options or outcomes, provided that all related data and analysis is shared with the City.

#### 2.1.18 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. However, the Contractor shall, by the most expedient manner, continue to collect Garbage, Recyclables and Compostables to the same extent as though no

interference existed upon the streets or alleys normally traversed. This collection shall be done at no extra expense to the City or the Contractor's Customers.

#### 2.1.19 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners or their representatives. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the City Service Area, and shall address the design and planning of Garbage, Recyclables and Compostables removal areas and their location upon the site of the proposed construction or remodeling project. Contractor planning assistance for optimizing loading docks, enclosures, compactor equipment, and other similar structures or areas shall also be available for existing Customers when adjusting Garbage, Recyclables and Compostables services. Contractor planning assistance shall be provided within two working days of the Contractor receiving a written request for assistance.

#### 2.1.20 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities and utilities whether located on public or private property, including street Curbs. If such improvements, facilities, utilities or Curbs are damaged and such damage is primarily attributable to the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to and become the responsibility of the Contractor.

#### 2.1.21 Company Name

The Contractor shall not use a firm name containing any words implying municipal ownership without prior written permission from the City.

#### 2.1.22 Transition and Implementation of Contract

Within 45 days of the execution of this Contract and no later than 180 days prior to the commencement of services, Contractor shall provide a detailed Transition and Implementation Plan to the City for review and approval. The Contractor's operations and management staff shall be available for weekly meetings with the City, at the City's request, during the Transition and Implementation Period, which shall be a period extending from submittal of the Transition and Implementation Plan through 90 days following the commencement of services. The Contractor shall provide weekly tallies of container delivery counts and

delivery areas, billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for the City to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

#### 2.1.23 Ongoing Coordination with City and Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request as well as on a quarterly schedule to discuss and resolve operational and Contract issues. The City may, at its option, conduct periodic performance reviews of the Contractor's performance under this Contract. The City may perform the review to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items. The City's scope of review under this provision is intended to focus on analysis of the Contractor's performance and Contract compliance.

The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall analyze and correct in good faith any deficiencies found in its performance under this Contract, including broader implementation of corrections that extend beyond the limited data or scope of a performance review to bring Contractor into more complete Contract compliance.

The Contractor's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, the Contractor shall implement and sustain actions that correct deficiencies. Failure to complete correction of deficiencies as outlined in the plan and/or failure to initiate good faith corrective actions within thirty (30) days shall constitute a failure to perform subject to performance fees as defined in 4.1.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, the Contractor shall report its own findings from internal monthly performance measures for collection, customer service and maintenance functions. The City shall determine which of the Contractor internal performance management measures are relevant to addressing any particular

deficiencies and the Contractor shall continue to report those measures until notified in writing by the City.

#### 2.1.24 Disposal Restrictions and Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 4.1.

The Contractor shall not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of hazardous materials inadvertently collected by Contractor.

Garbage collected by the Contractor may be processed to recover Recyclables, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station and shall charge hauling fees no higher than provided for in Attachment B.

#### 2.1.25 Direct Payment of Disposal Fees by City

Upon 180 days written notice, the City may elect to pay disposal fees directly to King County. If the City elects to pay disposal fees directly, the Contractor shall:

- (1) Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions;
- (2) Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County

- (3) Track and report disposal quantities by route and average Container weights by Container size each month;
- (4) Formalize a separate billing agent addendum to this Contract which details the financial and legal relationship between the Contractor (billing agent) and the City (client), including how receivables are handled and how the City handles disbursement to the Contractor and the County; and
- (5) Reduce its overall compensation for each service level by 110% of the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Attachment B of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage, provided that the Garbage has been collected only from applicable City Customers in accordance with this Contract.

Independent of the City's decision on disposal cost payment, the Contractor shall participate upon request in a City-funded and managed Container weight study to be conducted no more than once every three years of the Contract. At the City's option, the container weight study results may be used to update the disposal components listed in Attachment B of this Contract.

#### 2.1.26 City-Directed Compost-processing Facility

Upon 180 days (one-hundred-eighty calendar days) written notice from the City, the City may elect to direct the Contractor to deliver the collected Compostables to an alternative facility designated by the City. The corresponding tipping fee component shall be adjusted up or down by the difference between the original tipping fee component and the new tipping fee component charged or paid by the facility that the Contractor is directed by the City to use and up or down by \$2.50 per mile of additional or reduced truck travel distance. The "original" tipping fee used in this calculation shall be as indicated in the Contractor's proposal (Form 2b) and as adjusted by the provisions of Section 3.3 from the start date of the contract through the date the City exercises this option.

#### 2.1.27 Violation of Ordinance

The Contractor shall report in writing immediately to the City any observed violation of the City's ordinances providing for and regulating the Containerization, collection, removal and disposal of Garbage, Recyclables and Compostables.

## 2.2 Collection Services

### 2.2.1 Single-Family Residence Garbage Collection

#### 2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by Single-Family Residence Customers in and adjacent to Micro-Cans, Garbage Cans or plastic bags (for Extra Units) and/or Contractor-owned Garbage Carts. The Contractor shall offer carry-out service to disabled Customers at no charge (per Section 2.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. If a Customer is either eligible for, or subscribes to, carry-out service, carry-out service shall be provided for all three collection streams (Garbage, Recyclables, and/or Compostables) without duplicate surcharges.

#### 2.2.1.2 Collection Containers

The Customer's primary Container must be a Micro-Can or Garbage Cart. Plastic bags and Garbage Cans may only be used for Extra Units, not as the Customer's primary Container. Micro-Can and Cart rental fees shall be embedded in the respective rate charged for the level of service and not separately charged or itemized.

The Contractor shall provide wildlife (bear)-resistant Carts of the Customer specified size to any Customer upon request, and may charge the Customer the wildlife resistant surcharge provided for in Attachment B.

Micro-Cans and Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) days of the Customer's initial request.

#### 2.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

- (1) One 10-gallon Micro-Can
- (2) One 20/21-gallon Garbage Cart;
- (3) One 32/35-gallon Garbage Cart;

(4) One 64-gallon Garbage Cart; and

(5) One 96-gallon Garbage Cart.

On request, the Contractor shall also offer Customers monthly collection of one 32/35-gallon Garbage Cart with no putrescible wastes, at a rate equal to the weekly Micro-Can service level. Customers subscribing at this service level will continue to receive regularly scheduled Curbside recycling service.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. An Extra Unit charge may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Customer agrees in advance to pay for the Extra Unit rate, otherwise, the Container shall be left at the Curb with Customer notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Unit fees. All Extra Units from Customers with a history of disputed charges shall be documented with a date and time stamped photograph. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. Customers shall place Containers on or abutting Public Streets or Private Roads. The Contractor may tag inappropriately placed Containers and may discontinue service in the event of persistent inappropriate Container placement. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers, in an upright position, with lids closed and attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

Upon one-hundred-eighty-days written notice from the City, the Contractor shall shift Single-Family Residence Garbage collection to every-other-week. In the event that the City implements this reduced collection frequency, the Single-



Family Garbage rates in Attachment B shall be reduced by \$2.31/month plus the City's then-current administrative fee and corresponding State B&O tax on the administrative fee, related to this reduction, subject to the rate modification provisions of Section 3.3.

## 2.2.2 Single-Family Residence Recyclables Collection

### 2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee. Recyclables must be prepared as follows and uncontaminated with food or other residues:

Aluminum Cans:	All clean aluminum cans, pie "tins", and foil that are placed in the Recycling Cart.
Corrugated Cardboard:	All corrugated cardboard boxes smaller than three (3) feet square, and placed in or next to the Customer's Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
Glass Containers:	All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
Mixed Paper:	All Mixed Paper
Motor Oil:	Up to three gallons of motor oil that is free from contaminants and placed in clear screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.

Newspaper:	All newspaper and advertising supplements that are delivered.
Coated paper:	All clean paper cups, milk cartons, other coated food packaging, and Tetra Paks/aseptic container placed in the Recycling Cart.
Plastic Bags:	All clean dry plastic bags, (shopping, newspaper, and dry-cleaning bags) bagged together and placed in the Recycling Cart.
Plastic Containers:	All plastic bottles, cups, jugs and tubs. Other plastics, automotive or other hazardous product Containers, and lids are excluded.
Other Plastic:	Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene and PET plastic soda and water bottles; cleaned plastic buckets such as 5-gallon pails; and clean Plant pots.
Polycoated Cartons and Boxes:	All plastic coated cartons and boxes that are flattened.
Scrap Metal:	All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber and/or other contaminants; and meets the size requirements defined for Scrap Metals.
Tin Cans:	All food and beverage tin cans with labels removed.
Garbage Cans:	The Contractor shall also collect and recycle unwanted Garbage Cans from Customer. Customers shall label unwanted cans with a "Take" label and the Contractor shall collect those empty unwanted Garbage Cans on its Recycling collection route.

#### 2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining adequate inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 64-gallons for new Customers, provided that the Contractor shall offer and provide 32/35- or 96-gallon Recycling Carts on request to those Customers requiring either less or additional capacity than provided by the standard 64-gallon Recycling Cart. Recycling Carts shall include a recycling/program brochure when distributed.

Recycling Carts shall be delivered by the Contractor to new Customers or those Customers requesting replacements, within seven (7) days of the Customer's initial request.

#### 2.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur weekly on the same day as each household's Garbage collection. Single-Family Residence Recyclables collection shall occur during the hours and days specified in Section 2.1.4. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-Family Residence Recyclables from Garbage Customers. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single-Family Residence. In this case, the Contractor shall request the resident to use a larger Recycling Cart or use commercial recycling services for the excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of Residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

The Contractor shall collect properly packaged used motor oil from Single-Family Residential Customers. The Contractor may refuse to collect used motor oil from any Customer for any one of the following reasons: 1) the oil was not packaged in a clear, leak proof, plastic jug or bottle, securely sealed with a screw-cap; 2) the packaged oil contained substances other than used motor oil; 3) the packaged oil leaks in any way 4) the Container is not properly labeled with the Customer's name and address; or 5) there is spillage at the Customer location which is not caused by the Contractor's employees. Should the Contractor reject used motor oil for any of these reasons, a tag outlining the reason for rejection shall be left with the oil.

The Contractor shall establish and fund a used cooking oil and grease collection site within City limits for Residential Customers to dispose of those materials. The City shall review and approve the proposed location and operating standards. The site shall be available to Customers no later than June 1, 2012.

The City and Contractor shall cooperate on monitoring the quality of Recyclables set out for collection. Either party may inspect or sample set-out or collected Recyclables. Any deficiencies in Recyclables quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Recyclables collection to every-other-weekly. In the event that the City implements this decreased collection frequency, the Single-Family Garbage rates in Attachment B shall be decreased by \$1.78, plus the City's then-current administrative fee and corresponding State B&O~~ercise~~ tax on the administrative fee, related to this reduction, subject to the rate modification provisions of Section 3.3.

### 2.2.3 Compostables Collection

#### 2.2.3.1 Subject Materials

Compostables shall be collected each collection cycle from all Single-Family Customers.

Compostables containing obvious amounts of Recyclables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Compostables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee.

Contaminated or oversized Compostables materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected.

#### 2.2.3.2 Containers

A 96-gallon Compostables Cart shall be provided to all Single-family Customers, unless a Customer specifically requests a smaller Compostables Cart. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts. Compostables Carts shall be labeled with instructional information, in accordance with Section 2.1.15.6. The default Compostables Cart size shall be 96-gallons, with 32/35- and 64-gallon sizes available upon request.

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Garbage Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the Container's contents as Yard Debris.

Compostables Carts shall be delivered by the Contractor to Customers within seven (7) days of the Customer's initial request. Redelivery fees shall be charged only to those Residential Customers that cancel and then restart Compostables Cart collection service within seven months of cancellation. In order for this fee to be applicable, Contractor must notify each Customer at the time they request service cancellation. The Contractor may charge a ten dollar (\$10.00) Compostables Cart cleaning and deodorizing fee, per occurrence, for each Compostables Cart cleaned and redelivered to existing Compostables collection subscribers upon their request.

### 2.2.3.3 Specific Collection Requirements

Compostable materials shall be collected weekly at no additional cost on the same scheduled service day as Garbage collection. Compostables in excess of 128~~192~~ total gallons (e.g. one 96-gallon cart and one 32-gallon extra can, bag or bundle) may be charged as Compostables Extra Units in 32 gallon increments in accordance with Attachment B, except during the two collection cycles immediately following a storm event, when up to 96 additional gallons of storm debris shall be accepted with regular quantities of Compostables without extra charge.

Unflocked, undecorated, natural holiday trees (Christmas Trees) will be collected at no additional cost on the first two full weeks of scheduled Compostable materials collection each year from all Single-Family and Multifamily Residences in the City if prepared as 2x2x4 feet sections or bundles.

The Contractor shall collect on Public Streets and Private Roads, in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

## 2.2.4 Single Family Bulky Waste Collection

### 2.2.4.1 Subject Materials

On-call Bulky Waste collection shall be offered, and shall be provided at the rates listed in Attachment B. Collected oversized items shall be recycled by the Contractor to the extent possible. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis.

### 2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials must occur during the hours and days specified in Section 2.1.4, with the exception that Friday collection is permissible. The

Contractor's crews shall make collections in an orderly and quiet manner.

## 2.2.5 Multi-Family Complex and Commercial Customer Garbage Collection

### 2.2.5.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multi-Family Complex and Commercial Customers in acceptable Containers as designated in Section 2.2.5.2.

### 2.2.5.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Multi-Family Complex and Commercial Customers shall be offered a full range of Containers and service options, including Garbage Carts, one (1) through six (6) cubic yard compacted and one (1) through eight (8) cubic-yard non-compacted Detachable Containers, and compacted or non-compacted Drop-Box Containers. The Contractor may also lease or sell compacted Drop-Box Containers and Drop-Box and Detachable Container Compactors to Customers outside of this Contract at rates negotiated between the Customer and the Contractor.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units and documentation of service irregularities such as damaged or blocked Containers. All Extra Units and service irregularities shall be documented with a date and time stamped photograph.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multi-Family Complex and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible at that Customer's site.

Contractor-owned Containers shall be delivered by the Contractor to requesting Multi-Family Complex and Commercial Customers within three (3) days of the Customer's initial request. Customers shall properly care for Containers on

the Customer's property, shall use reasonable efforts to protect such Containers from graffiti or negligent misuse, and shall not use such Containers for other than their intended purpose.

#### 2.2.5.3 Specific Collection Requirements

Commercial Garbage collection shall be made available to Multi-Family Complex and Commercial Customers daily, Monday through Saturday, during the times specified in Section 2.1.4. Collection at Multi-Family sites shall be limited to the same hours as Single-Family Residence collection. Collections shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service.

#### 2.2.5.4 Premium Services

Premium services for Commercial and Multifamily Customers include Contractor-provided locks, lockboxes to hold customer keys, opening and closing gates, and rolling out containers more than 10 (ten) feet. The charges for premium services are specified in Attachment B.

### 2.2.6 Multi-Family Complex Recyclables Collection

#### 2.2.6.1 Subject Materials

The Contractor shall provide adequate Container capacity and collect all Recyclables from Multi-Family Complexes that are prepared in a manner similar to that described for Single-Family Residence Recyclables in Section 2.2.2.1., with the exception of used motor oil. This embedded Recyclables collection shall occur at no extra charge from base Garbage collection. The Contractor shall tag contaminated Containers, but will not collect the contaminated load as Garbage and not charge the resident or property manager a fee for



contamination unless notification and correction procedures as specified by the City are completed.

#### 2.2.6.2 Containers

The Contractor shall use Detachable Containers for recycling collection at Multi-Family sites wherever practicable and shall use Recycling Carts only at duplexes, tri-plexes, four-plexes and other sites where site constraints limit the use of Detachable Containers. Upon notice, Contractor shall equip Detachable Containers with special slotted recycling lids approved by the City.

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Detachable Containers and Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.15.6 when distributed. The City may require that combination or common-keyed locks and multiple keys be provided by Contractor at no extra charge to limit contamination of Recycling Carts or Recycling Detachable Containers.

Recycling Carts and Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. Multi-Family Complex Recycling Carts shall be relabeled periodically in accordance with Section 2.1.15.6.

#### 2.2.6.3 Specific Collection Requirements

Multi-Family Complex recycling collection shall occur weekly or more frequently, as needed, during the hours and days specified in Section 2.1.4 for Multi-Family Complex collection. Collections shall be made on a regular schedule on the same day(s) of the week to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. After emptying Containers shall be replaced in the same location as found. Multi-Family Complex Recycling Customers shall not be charged lock, gate or roll-out fees.

When space constraints limit the provision of Containers appropriately-sized for weekly collection, the Contractor shall provide more frequent collection, as necessary, of smaller Containers to provide adequate total recycling capacity for the Multi-Family Complex site.

#### 2.2.6.4 Multi-Family Recycling Outreach and Incentives

The Contractor shall provide ample copies of current recycling guidelines upon request of the City or Customer. The Contractor shall assist the City in the development and implementation of an annual recycling outreach and incentive plan. The plan shall include, at a minimum, a description of planned programs, tasks assignments between the City and Contractor and support costs where appropriate.

Public Education will play an important role in this process. The Contractor and the City shall work together to conduct workshops, visit with Customers, and develop and implement a high quality public education campaign. The outcomes and results of these efforts will be tracked and reported to the City by the Contractor.

#### 2.2.7 Commercial Recycling Collection

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1.

##### 2.2.7.1 Subject Materials

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge subject to the limitations in Sections 2.2.7 and 2.2.7.3.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1. In the event of contaminated materials, the driver shall notify the Contractor, and the Contractor shall contact the Customer with specific instructions for Customer to

prepare the rejected materials for collection service or authorization to collect the material as Garbage for the regular Garbage collection fee. Contractor shall notify the City immediately, through use of dispatch or route management staff, if repeated contamination occurs in Recyclables set out by any Commercial or Multi-Family Customer.

#### 2.2.7.2 Containers

Contractor-supplied Recycling Containers shall be used for collecting Commercial Recyclables. Recycling Carts and Recycling Detachable Containers shall be distinguished from Compostables or Garbage Container colors per Section 2.1.15.6 and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the Cart or Container.

At larger businesses, the Contractor may use Detachable Containers or Drop-Box Containers for Recyclables collection provided that they are distinguished from Containers used for Garbage collection and are equipped with prominent identifying labels.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

#### 2.2.7.3 Specific Collection Requirements

Commercial Recyclables collection shall be provided weekly during the hours and days specified in Section 2.2.5.3. Collections shall be made on a regular schedule on a consistent day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect in alleys where practical, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

When providing weekly Commercial Recyclables collection to a particular Customer, the Contractor shall not be required to provide Recycling Container capacity greater than 150 percent of that Customer's weekly Garbage collection volume. For example, a Customer with a weekly four (4) cubic yard Garbage container would be provided up to six (6) cubic yards of weekly Recyclables Container capacity. Any additional recycling may be fee-based as negotiated between the Customer and Contractor.

Commercial Recyclables collection Containers and service may be ordered by the Commercial Customer, the City, or the City's contracted technical assistance consultant, provided that the Contractor shall not be required to provide Commercial Recyclables collection to an unwilling party.

## 2.2.8 Multi-Family Complex and Commercial Customer Compostables Collection

### 2.2.8.1 Subject Materials

The Contractor shall provide Cart-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis. If additional capacity is required, the Customer may arrange for that service privately, either through the Contractor or another party. The provision of fee-based Commercial Compostables collection in Detachable Containers by the Contractor shall comply with the service and billing standards of this Contract, even through rates are not regulated by this Contract.

Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected. The Contractor will contact Customers with specific instructions for Customer to make the rejected materials suitable for collection service.

### 2.2.8.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts and Detachable Containers.

Compostables Carts and Detachable Containers shall be delivered by the Contractor to new Multi-Family Complexes or Commercial Customers within three (3) days of the City's request, following the City's provision of technical assistance to the Customer to set up the program.

### 2.2.8.3 Specific Collection Requirements

Compostables shall be collected weekly from Multi-Family Complex and Commercial Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. Carts shall be lined by the Contractor upon initial delivery as well as after each collection

cycle. The liners shall be approved by the Contractor's composting facility and shall be provided at no additional cost to the Customer. The Contractor shall also provide free cleaning of containers for each customer at least once per year.

The Contractor shall collect Containers at defined Multi-Family Complex or Commercial Customer Container spaces. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location.

Commercial and Multi-Family Customers using Compostables Collection service and the Contractor shall comply with Seattle-King County regulations for Commercial Food Scraps collection.

## 2.2.9 Drop-Box Container Garbage Collection

### 2.2.9.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Multi-Family Complex and Commercial Customers, in accordance with the service level selected by the Customer.

### 2.2.9.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Both Customer-owned and Contractor-owned Drop-Box Containers shall be serviced, including Customer-owned compactors.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

### 2.2.9.3 Specific Collection Requirements

Single-Family Residence, Multi-Family Complex and Commercial Customer Drop-Box Container collection must occur during the hours and days specified in 2.2.5.3.. Collection of Drop-Box Containers in Single-Family Residence and Multi-Family Complex areas and multi-use buildings containing Multi-Family Complexes shall be limited to the same hours as Single-Family Residence collection.

The Contractor shall provide service and equipment capability to collect full Drop-Box Containers no later than the next

business day after the Customer's initial call. The Contractor shall maintain a sufficient Drop-Box Container inventory to provide empty Containers to new and temporary Customers within three (3) business days after the Customer's initial call.

Mileage fees shall be assessed only when Customer-directed disposal/recycling sites are more than ten (10) road miles by the shortest route from a particular Customer's location, and then only on the additional mileage above twenty (20) miles round-trip. The Contractor shall obtain prior permission from the Customer to use disposal/recycling sites which would result in additional mileage charges.

#### 2.2.10 Temporary Container Customers

The Contractor shall provide temporary 2-, 4-, and 6-cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-Boxes to Single-Family Residence, Multi-Family Complex and Commercial Customers on an on-call basis. Temporary service shall include all Customers requesting Container service of less than ninety (90) days duration, including existing Customers on permanent service who temporary request an extra Container for less than ninety (90) days. The charges for temporary Detachable Container service listed in Attachment B shall include delivery, collection and disposal. Disposal charges for temporary Drop-Box Containers shall be billed in addition to the delivery, rental and hauling charges listed in Attachment B. Rental charges shall be itemized and charged separately, at the rates listed in Attachment B. The Contractor may charge a deposit to be paid in advance of service equal to the average disposal fee for the size of temporary Container ordered if the creditworthiness of the individual Customer is in doubt.

#### 2.2.11 Municipal Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City-owned municipal facilities without charge.

Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract.

On occasion, the City will pay the Contractor in accordance with charges listed in Attachment B for services that involve a third party, when such third party accumulates Garbage as part of performing services for the City. For example, the City would pay Contractor for the disposal of roof

replacement debris removed from a City facility. Regular Garbage generated on an ongoing basis at all City facilities will otherwise be collected by the Contractor without charge to the City.

In the event that the City is restricted from accepting the services described in this section at no charge, the Contractor shall be separately and specifically paid for these services at the Contract rates set forth in Attachment B and the Contractor shall increase the city fee by \$48,000 per year, as adjusted by the provisions of Section 3.3.1, in exchange for no longer providing these services at no additional cost. In that case, the Contractor shall provide the same level of service to the City, at a rate paid by the City equivalent to the amount added to the city fee.

#### 2.2.12 City-Sponsored Community Events

The Contractor shall provide Garbage and Recycling services for City-sponsored special events at no charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor. This event shall initially include Snoqualmie Railroad Days.

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, provided that if the City adds more than one event every year, the Contractor may negotiate compensation for those additional events. In the event that the total volume of materials collected by Contractor from City-Sponsored Community Events increases by more than 20% above the baseline volume for such events established in the first year of this Contract, then Contractor's rates shall be adjusted to reflect the increased cost to Contractor in providing such services.

#### 2.2.13 Other Solid Waste Collection Services

The Contractor may occasionally provide other regularly scheduled or one-time services related to solid waste collection in the City not specifically delineated under this Contract. In that event, the Contractor shall notify the City and propose a Customer rate for the service. Upon prior approval of the City, the Contractor may proceed to offer that service.

## 2.3 Management

### 2.3.1 Responsibility of Participants

#### 2.3.1.1 Contractor's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the Contractor shall be responsible for:

- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City, and shall ensure that the Contractor handles Garbage in accordance with the City's interlocal agreements governing solid waste management.
- Collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan.
- Collecting, processing and marketing Recyclables and Compostables collected by the Contractor in the City Service Area.
- Providing cart and Container assembly, maintenance, painting, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing customer service, including answering telephone calls and e-mails, providing information on services, establishing Customer accounts and providing appropriate Customer support.
- Billing, receiving, posting Customer payments and deposits, and adding educational information to bills, if requested by the City.
- Procuring all equipment and bearing all start-up, operating maintenance, and transition costs for collection and processing or disposal of Garbage, Recyclables and Compostables, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to



collect materials, maintain and distribute equipment and related customer service functions.

- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.
- Meeting all non-discrimination and OSHA (Federal Occupational Safety and Health Act of 1970)/WISHA (Washington Industrial Safety and Health Act of 1973) standards, and all environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.4, and providing proof of this insurance to the City annually.
- Providing a valid Contractor's performance and payment bond in accordance with Section 6.5, and providing proof of this bond to the City annually.
- Securing the prior written approval of the City and surety before assigning or pledging money, or assigning, subcontracting or delegating duties.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to Customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining Containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.

- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Providing operating and safety training for all personnel, including spill response training for all drivers.
- Notifying the City of intended changes in management not less than sixty (60) days prior to the date of change. New management shall also attend an introductory meeting scheduled by the City during the sixty (60) day notification period. Exception shall be made for termination for cause or voluntary termination, in which case the Contractor shall notify the City within twenty-four (24) hours of the termination.

#### 2.3.1.2 City's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.
- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.
- Reviewing and approving collection days and rate changes.
- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used in the City by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.

- Holding periodic operations meetings with the Contractor, as necessary.

## 2.3.2 Customer Service and Billing

The Contractor shall be responsible for providing all customer service functions, including: answering Customer telephone calls and e-mail requests, informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints, dispatching Drop-Box Containers and special collections, correlating service levels to current invoices, all Customer billing, and maintaining and regularly updating a user-friendly website. These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges (see Attachment B).

### 2.3.2.1 Office Location

The Contractor shall maintain a principal office in King or Pierce County within thirty (30) miles of the City limits. The Contractor's office and customer service assistance shall be accessible by a local area code and phone number, specifically for use during this contract as the Contractor's primary customer service line. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and recognized holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail.

The Contractor shall maintain an emergency telephone number for use by City staff outside normal office hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

### 2.3.2.2 Customer Service Requirements

#### 2.3.2.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient staff to answer and handle complaints and service requests from multiple incoming telephone calls simultaneously. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet

Customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be insufficient by the City based on agreed-upon performance measures in Section 2.2.3.2.3, the Contractor shall increase staffing levels to meet contract performance criteria

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the commencement of new services, through the end of the fourth month after the commencement of new services, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the mobilization, transition and implementation period shall be subject to prior City review and approval.

#### 2.3.2.2.2 Service Recipient Complaints and Requests

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address (if the Customer is willing to give this information), method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any telephone calls received via the Contractor's non-office hours answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and service requests within the times established throughout this Contract for various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The customer service log shall be available for inspection by the City, or its designated representatives, during the Contractor's office hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in an electronic format to the City with the monthly report.

The Contractor shall provide sufficient field service/sales staff and route manager personnel to accurately set-up accounts and visit Customers at their service location as needed – for example during roll-out of service changes that impact multiple accounts, or during establishment of new Recycling or Compostables collection service changes. The Contractor's field service/sales staff shall be able to describe to Customers any related service procedures and Container or equipment needs, and be able to calculate any related rate impacts that would arise from implementing service change options. The Contractor's field service/sales staff shall also be responsible for completion of outreach and tracking specified in Section 2.3.5, including related required annual reporting.

#### 2.3.2.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. For calls placed in the queue, no greater than five percent overall shall abandon (ABA%) on a monthly basis. A summary of these discrete performance measures will be provided as part of required monthly reporting. A Customer shall be able to talk directly with a customer service representative when calling the Contractor's Customer service telephone number during office hours. An automated voice mail service or phone answering system may be used when the office is closed.

#### 2.3.2.2.4 Corrective Measures

Upon the receipt of Customer complaints in regards to busy signals or excessive delays in

answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have thirty (30) days to implement the corrective measures, except during the transition and implementation period, during which time the Contractor shall have one (1) week to implement corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall be subject to performance fees.

#### 2.3.2.2.5 Internet Website

The Contractor shall provide a Customer-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes and other relevant service information for its Customers. The website shall include an email function for Customer communication with the Contractor, and the ability for Customers to submit service requests on-line. E-mailed Customer service requests shall be answered the next business day after receipt. The website shall offer Customers the option to pay their service bills on-line through a secured bill payment system. Website content and design shall be submitted for City approval a minimum of three (3) days prior to planned roll-out of website changes, and website content and design shall continue to be subject to the City's approval throughout the term of this Contract. The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website. The website shall include contact information translated into Spanish. The Contractor's website shall minimize "pop-up" windows, and not include adware, spyware or third party tracking "cookies."

#### 2.3.2.2.6 Full Knowledge of Programs Required

The Contractor's customer service representatives shall be able to accurately describe all collection services available to City Customers, including the various services available to Single-Family Residence, Multi-Family Complex and Commercial Customers. For new Customers, customer service representatives shall explain all Garbage, Recyclables, Compostables and Food Scrap collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, and other Customer concerns. Customer service representatives shall be trained to inform Customers of all Recyclables, Compostables and Food Scrap preparation specifications. Policy questions resolvable by the City shall be immediately forwarded to the City for response. The Contractor's customer service representatives shall have real-time electronic access to customer service data and history to provide efficient and high-quality customer services.

### 2.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-Family Residence Customers shall be billed at least quarterly, and Multi-Family Complex and Commercial Customers shall be billed monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. The bill's due date shall be no sooner than fifteen (15) business days after the date the bill is mailed. The Contractor may make account adjustments for over- or under-charges, provided that under-charges may only be charged for services provided within ninety (90) days of the bill date.

Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to Customers late payments and NSF ("bounced") check charges, as well as the actual third party costs of bad debt collection. Late fees shall not exceed one percent (1%) per month and NSF charges shall not exceed twenty dollars (\$20.00) per NSF check or actual bank charges, whichever is greater.

All Single-Family Residence Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Subscription Compostables services shall be itemized separately. All Multi-Family Complex Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately, except as directed at the City's sole discretion. Commercial Customer and Multi-Family Complex Compostables services shall be itemized and charged separately. No surcharges (such as environmental or fuel surcharges) shall be added to invoices for Garbage, Recyclables or Compostables collection, including Commercial Recycling collection, unless specifically authorized in writing by the City.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Compostables collection bills. Bills must include a statement indicating the Customer's current service level, current charges and payments, and appropriate taxes and fees as well as the Contractor's customer service contact information. Space shall be made available on bills for including City contact information at the City's request.
- Accepting, processing and posting payment data each business day.
- Maintaining a system to monitor and report Customer subscription levels, record Extra Unit Garbage and Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered. This system shall maintain a Customer's historical account data for a period of not less than two years.
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services.
- Collecting unpaid charges from Customers for collection services.
- Implementing rate changes as specified in Section 3.1 and 3.3.
- Including lines/space for customer service messages on Customer bills.
- Including Contractor phone numbers for customer service on Customer bills.
- Providing a discount to Single Family Customers that choose to use a paperless invoicing and bill paying process. The Customer discount shall be \$6.00 per year for Single Family Customers and \$10.00 per



year for Multi-family/Commercial Customers and shall be applied once each year after the Customer has maintained paperless billing for the previous twelve months. The Contractor shall electronically notify the Customer of their invoice and then accept payment either through a pre-authorized autopay arrangement or a single-event credit card or debit payment feature on the Contractor's website. The Contractor shall not charge additional fees for credit or debit transactions. Customers may choose to use the autopay function, but retain paper billing, in which case no discount shall be provided.

- Managing published information so that all Customers in any grouping targeted for receipt of printed educational or outreach materials shall be included in Contractor's mass-mailings of such materials regardless of Customer's billing method status (such as web-based invoicing) or Customer's mail receipt method (such as use of a Post Office Box rather than standard curbside mail service).

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (customer service, service levels and billing history) database. The Contractor shall ensure that a daily backup of the account servicing database is made and securely stored off-site. The Contractor shall also provide the City with a copy of the customer service database via e-mail or other electronic medium on a quarterly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or to provide information to successor contractors.

Upon five (5) business days written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels and current account status. City requests for information pertaining to five or fewer accounts shall be provided within one business day.

As set forth in detail below, the Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow the City access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle maintenance logs, disposal, Compostables and recycling facility certified weight slips, and Customer charges and payments.

#### 2.3.4 Reporting

The Contractor shall provide weekly, monthly and annual reports to the City. In addition, the Contractor shall allow City staff access to pertinent

operations information such as disposal facility certified weight slips and vehicle maintenance logs.

#### 2.3.4.1 Weekly Reports

On a weekly basis, by the end of the day each Monday, the Contractor shall provide the City with a list of Customer-initiated service stops logged the previous week. The Contractor shall provide the Customer name, address, service level, phone number and the date of the service stop. The City shall use this information to enforce its mandatory collection requirements.

#### 2.3.4.2 Monthly Reports

On a monthly basis, by the 15th of each month, the Contractor shall provide a report containing information for the previous month. Reports shall be submitted in electronic format approved by the City and shall be certified to be accurate by the Contractor. At a minimum, reports shall include:

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of recovery/resolution and any additional driver's notes or comments.
- (2) A tabulation of the number of single family, commercial and multi-family accounts by service level/Container size and service frequency.
- (3) A compilation of program participation statistics including: a summary of multi-family and commercial participation in recycling programs, set-out statistics for Residential Garbage, Compostables and Recyclables collection services, and log of bulky items.
- (4) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector.
- (5) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices.

- (6) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees.
- (7) A description of any vehicle accidents infractions, or insurance claims against Contractor.
- (8) A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services; and
- (9) Call Center performance as outlined in Section 2.3.2.2.

If collection vehicles are used to service more than one Customer sector or jurisdiction, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection quantities. The apportioning methodology shall be subject to prior review and approval by the City and shall be periodically verified through field testing by the Contractor.

#### 2.3.4.3 Annual Reports

On an annual basis, by the last working day of January, the Contractor shall provide an electronic report containing the following information:

- (1) A consolidated summary and tabulation of the monthly reports, described above.
- (2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs.
- (3) A discussion of promotion and education efforts and accomplishments.
- (4) An inventory of current collection, delivery, spare and other major equipment, including make, model, year, and accumulated miles.
- (5) A list of multi-family and commercial recycling sites pursuant to Section 2.3.5.

#### 2.3.4.4 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost to the City. These reports may include customer service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. Information received by the City and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 RCW and shall be subject to the provisions of Section 6.8 below.

#### 2.3.5 Promotion and Education

The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing ongoing recycling promotion, at the direction of the City. The Contractor shall also incorporate general waste reduction, minimization and reuse elements in to its promotion and education program.

The Contractor shall maintain a complete list of all Multi-Family Complex sites within the City Service Area, and the status of each site's participation in Contractor-provided services. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each site to encourage participation and inform the manager or owner of all available services and ways to decrease Garbage generation. Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multi-Family Complex and Commercial Customer sites. This contact shall be coordinated with City and King County promotional efforts. The Contractor shall include with its annual report the list of Multi-Family Complex and Commercial Customer sites; Garbage, recycling and Compostables status; Container sizes, service frequency, and types; Customer contact dates and outcome of such contacts; and suggestions for increasing participation or other program improvements.

The Contractor shall keep the public informed of programs and encourage participation through an annual service update. Each fall, the Contractor shall provide an annual service update for each service sector, the format,

content and timeframe of which shall be subject to prior review and approval by the City. The annual service update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection schedule calendar applicable to each recipient's routes and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information. Contractor's materials shall be TTY accessible and Contractor shall provide alternative language formats upon request.

The Contractor's welcome packet and annual service update may be e-mailed to Customers instead of paper materials, upon Customers' request.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills. When the insert is beyond one page and increases Contractor cost, the City shall pay the incremental difference. The City and Contractor shall work cooperatively for timely inclusion of such materials.

#### 2.3.6 Field Monitoring

The City may periodically monitor collection system parameters such as participation, Container condition, Container weights, waste composition and Customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to Customers, the City and the Contractor.

#### 2.3.7 Transition to Next Contractor

The Contractor shall be expected to work with the City and any successive contractor(s) in good faith to ensure a minimum of Customer disruption during the transition period. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

The Contractor shall provide a detailed updated Customer list, including Customer name, service address, mailing address, and collection and Container rental service levels to the successive contractor within seven (7) days request of the City.

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage will be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision the Contractor, or the Contractor's surety, shall pay the City one hundred thousand dollars (\$100,000.00) for the material breach of this contract provision. Payment shall be made within twenty (20) business days of the end of this contract.

### 3. COMPENSATION

#### 3.1 Compensation to the Contractor

##### 3.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-Family Residence, Multi-Family Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that service. These payments shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

##### 3.1.2 Itemization on Invoices

City, King County and Washington State solid waste, utility and/or sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The Contractor shall not charge separately for the collection of Source-Separated Recyclables other than Commercial Recyclables above the limit of the included embedded Commercial Recyclables program as defined in Section 2.2.7.3. The City administrative fee shall not be itemized separately on Customer invoices.

##### 3.1.3 Mandatory Collection Enforcement

The Contractor shall assist the City with enforcing mandatory collection for all Customers. Contractor materials, website and customer service representatives shall provide a consistent message informing City residents of this requirement. In the event a resident refuses to subscribe for collection, the Contractor shall provide that customer the minimum service level for that Customer class, and shall continue to provide service (even if not used) and bill the customer.

The Contractor shall provide the City with a list of Customers who are sixty or more days past due. The City shall then send that Customer a

letter informing them of City Code requirements. If the Customer continues to be non-responsive, the Contractor shall send them their standard notification letter, including notification that an account will be turned over to a third party for collection and that the Customer shall be responsible for the past due amount as well as a twenty-five dollar (\$25.00) collection fee. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. Once an account is turned over to third party collection, the Contractor may reduce the service level to the minimum service level for that Customer class. The Contractor shall be allowed to charge a cart redelivery fee should the customer request to reinstate their higher level of service after paying all overdue balances. The cart redelivery fee in Attachment B covers the redelivery of all three carts for Single-family Customers.

### 3.2 Compensation to the City

The Contractor shall also pay to the City a twelve percent (12%) city fee, applied to 89.3% of the Contractor's gross receipts received from Snoqualmie Collection Agreement customers, excluding the listed taxes and Drop-Box disposal fees, during the prior month on or before the fifth day of each month during the term of this Contract, starting on July 1, 2012. The Contractor shall remit the city fee received on all payments received under this Contract, including Customer payments received after the termination date of this Contract.

The rates included in Attachment B, as modified during the term of this Contract, include the city fee and Customers shall not be separately charged an itemized city fee.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's actual receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming customer billing rates, Contractor receipts for services provided under this Contract, and bad debt recovery..

The administrative fee may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3. The City shall notify the Contractor of the new administrative fee for the following year by September 1<sup>st</sup>, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1<sup>st</sup> of each year. In the event that the administrative fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.8% in 2010), as may be adjusted from time to time by the State of Washington.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 6.13, Permits and Licenses.

### 3.3 Compensation Adjustments

#### 3.3.1 Annual Rate Adjustment

The Contractor's collection service charges, excluding waste disposal fees, for each level of service shall increase or decrease once every year by the percentage change in the Consumer Price Index CWURA423SAO for the Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W 1982-1984) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index (the "CPI Index").

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning January 1, 2013 (the "Adjustment Date"). The Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates for the next year, by calculating the percentage change in the CPI Index for the most recent twelve (12) month period ending on June 30th. The Contractor's calculations shall be provided to the City no later than October 1st prior to the Adjustment Date and the City shall have thirty (30) days to confirm the Contractor's rate modification calculations. On City approval, which shall not be unreasonably withheld or delayed, the new rates shall take effect on January 1st of the next year, and Customers shall be notified in November, at least forty-five (45) days prior to the date adjusted rates become effective. Should ratepayers not receive timely notification due to missed deadlines, rate calculation errors by the Contractor, or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

#### 3.3.2 Disposal Fee Adjustments

Disposal Fee adjustments shall be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on Container content weights specified in Attachment B of this Contract.

Specific examples of rate modifications due to Consumer Price Index and disposal fee changes are provided in Attachment C.

#### 3.3.3 Changes in Disposal/Processing Sites and Tipping Fees

The Contractor assumes all risk for the processing and marketing of Recyclables and Compostables other than the changes in Section 2.1.26. If



the Contractor is required by the City to use processing sites or markets other than those being used at the initiation of this Contract, the Contractor may submit a detailed proposal for a rate adjustment to reflect any additional costs or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

If the County's Factoria Transfer Station becomes unavailable for more than one week or if its hours of operation are changed to limit access and as a result the Contractor is required to haul Garbage to an alternative County disposal location in excess of fifteen (15) miles from the intersection of Snoqualmie Parkway and Fisher Avenue, the Contractor shall be allowed a temporary surcharge on Customer bills equivalent to \$2.50 per mile per truck trip above the ten (10) mile limit. The eligible distance shall be based on measuring the road distance between the referenced intersection and the transfer section, minus ten (10) miles. The result shall be multiplied by \$2.50 and shall be the compensation for each truck load of Garbage delivered to the alternative site by the Contractor. The Contractor's allocation of the surcharge to each service level shall be reviewed and approved by the City prior to implementation.

#### 3.3.4 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system. At the time of the City's decision to extend this Contract through invoking contract extension options, the Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the Contract. The City is under no obligation to give consideration for those adverse changes as a condition for invoking the contract extension option.

If new City, King County, Washington State or Federal taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. Any adjustment in Contractor charges will coincide with the annual rate adjustment process described in this Section 3.3.

#### 3.4 Change in Law

Changes in federal, state or local laws or regulations or a continuing Force Majeure event that results in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the

Contractor for a rate adjustment, subject to review and approval by the City, at the City's reasonable discretion. If the City requires review of the Contractor's financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense, and may take any other steps it deems appropriate to protect the confidential nature of the Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

#### 4. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through automatic performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to automatic or performance fees, and Section 4.2 details default provisions and procedures.

##### 4.1 Performance Fees

The Contractor may be subject to performance fees for the following acts or omissions if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Contractor's compliance with the Contract. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance fees are as follows:

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in Section 2.1.4, except as expressly permitted by the City.	Two Hundred Fifty Dollars (\$250) per truck route (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, use of profanity, creation of excessive noise, collection of Commercial Containers in Residential areas outside hours specified herein for Residential areas, crossing or driving over planted areas, observed reckless driving, or similar violations.	Twenty-Five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Twice the cost of cleanup to the City or King County, plus Five Hundred Dollars

ACTION OR OMISSION	AMOUNT
	(\$500) per incident.
Failure to maintain placards on service vehicles as required by Section 2.1.14	Two Hundred Fifty Dollars (\$250) per vehicle, per day.
Curable Leakage from Contractor vehicles or vehicle contents, observed by the City, its agents or photographed by Customers.	Two Hundred Fifty Dollars (\$250) per vehicle, per day, plus clean up costs.
Failure to collect missed materials within one (1) business day after notification.	One Hundred Dollars (\$100) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day on Single-Family Residence routes and no maximum for Multi-Family Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather).	One Hundred Fifty Dollars (\$150) per block segment if collection is performed the following day; Five Hundred Dollars (\$500) if not collected by the following day.
Collection as Garbage or disposal as Garbage of Source-Separated Recyclables or Compostables in clearly identified Containers, bags or boxes.	One Hundred Dollars (\$100) per incident, up to a maximum of One Thousand Dollars (\$1,000) per truck, per day.
Collection of Garbage containing visible quantities of Yard Debris.	Twenty-Five Dollars (\$25) per incident.
Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-Five Dollars (\$25) per incident.
Failure to deliver Detachable Containers to new Commercial Customers within three (3) business days.	Fifty Dollars (\$50) per Container per day.
Failure to deliver carts, Detachable Containers, or Drop-Box Containers within three (3) business days of request to Multi-Family Complex or Commercial Customers.	Fifty Dollars (\$50) per Container per day.

ACTION OR OMISSION	AMOUNT
Failure to deliver Garbage, Recycling or Compostables Carts within seven (7) days of request to Single-Family Residence Customers.	Fifteen Dollars (\$15) per Container per day.
Delivery or use of incorrectly labeled or colored Container	Twenty-five Dollars (\$25) per Container per day.
Substantial misrepresentation by Contractor in records or reporting.	Five Thousand Dollars (\$5,000) per incident.
Failure to provide required reports on time.	Two Hundred Fifty Dollars (\$250) per incident.
Failure to maintain clean and sanitary inventory Containers distributed to Customers, vehicles, and facilities.	Fifty Dollars (\$50) per incident, up to maximum of One Thousand Dollars (\$1,000) per inspection.
Landfilling or incineration of Recyclables or Compostables in violation of Section 2.1.11 without the express written permission of the City.	One Thousand Dollars (\$1,000) per vehicle, per incident.
Failure to meet recycling processing performance requirements of Section 2.1.11.	One Thousand Dollars (\$1,000) per month, for any occurrence during that month.
Failure to meet customer service ring and on-hold time performance customer service requirements.	Two Hundred Fifty Dollars (\$250) per incident.
Failure to include instructional/promotional materials when Garbage, Recycling and/or Compostables Carts are delivered.	Fifty Dollars (\$50) per incident.

The parties acknowledge the difficulty in anticipating actual damages to remedy the damage. The parties further agree that the performance fees listed in this Section represent a reasonable estimate of the loss likely to result from the remedy for the damage.

Nothing in this Section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract and, except for those listed breaches set forth above, the City reserves the

right to exercise any and all remedies it may have with respect to these and other violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 4.2.

Performance fees, if assessed during a given month, shall be invoiced by the City to the Contractor. Performance fees may be levied only if documented in an incident report presented by the City to the Contractor. Performance fees shall only be assessed after the Contractor has been given the opportunity, but has failed to rectify the deficiencies of which it has been notified. The Contractor shall pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract.

Any performance fees imposed under this Section may be appealed by the Contractor to the City. The Contractor shall be allowed to present evidence as to why the amount of performance fees should be lessened or eliminated. The decision of the City shall be final.

#### 4.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the City reserves the right to declare the Contractor to be in default in the event of any violation, which shall include, but not be limited to, the following:

- (1) The Contractor fails to commence the collection of Garbage, Recyclables or Compostables, or fails to provide any portion of service under the Contract on June 1, 2012 or for a period of more than five (5) consecutive days at any time during the term of this Contract.
- (2) The Contractor fails to obtain and maintain any permit required by the City, King County, or any federal, state or other regulatory body in order to collect materials under this Contract.
- (3) The Contractor's noncompliance creates a hazard to public health or safety.
- (4) The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to performance fees in excess of ten thousand dollars (\$10,000.00) during any consecutive twelve (12) month period.
- (5) The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

The City reserves the right to pursue any remedy available at law for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the

stated period, or initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days notice, may declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on its performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. The surety may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein. Pending consideration by the surety of said option to assume the services provided under this Contract, the City may employ such work force and equipment as it may deem advisable to continue the services provided under this Contract. The cost of all labor, equipment and materials necessary for such services provided under this Contract shall be paid by the Contractor in full.

In the event that the surety fails to exercise its option within the ten (10) day period, the City may complete the services provided under this Contract or any part thereof, either through its own work force or by contract, and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

The City shall be entitled to recover from the Contractor and its surety as damages all expenses incurred, including reasonable attorney's fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City.

If City employees provide Garbage, Compostables and/or Recyclables collection, the actual incremental costs of City labor, overhead and administration shall serve as the basis for a charge to the Contractor.

## 5. NOTICES

All notices required or contemplated by this Contract shall be personally served or mailed (postage prepaid and return receipt requested), addressed to the parties as follows:

To City:	Director of Public Works
	City of Snoqualmie
	38624 SE River Street

Snoqualmie, WA 98065

To Contractor: Public Sector Services Director  
Waste Management of Washington Inc.  
720 4th Avenue Suite 400  
Kirkland, WA 98033

## 6. GENERAL TERMS

### 6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables and construction/demolition materials placed in Contractor-owned Containers and set out in the regular collection locations within the City Service Area. When asked by the Contractor, the City shall make a good faith effort to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. The Contractor may independently enforce its rights under this Contract against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor (without obligating the City to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations and other activities as City staff time allows.

This contract provision will not apply to: Garbage, Recyclables or Compostables self-hauled by the generator; Source-Separated Recyclables hauled by common or private carriers (including drop-off recycling sites) from Commercial premises that contain at least eighty percent (80%) recyclable materials; construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business; Garbage, Recyclables or Compostables handled by retailers or maintenance services who provide ancillary services unrelated to Curb collection services (e.g. carpet installers, furniture delivery/pick-up, site clean-up services which include loading/sweeping, etc.); Compostables generated and hauled by private landscaping services; or Compostables hauled by common or private carriers from Commercial premises that contain at least eighty percent (80%) Compostable materials. The eighty percent standard described in this paragraph may be increased~~changed~~ administratively by the City to reflect reduced contamination levels in recyclables, changed industry standards and/or to address the City and Contractor's need to ensure the viability of contract services.

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Compostables once these materials are placed in Contractor-owned Containers and the Contractor shall have no responsibility for these materials prior to the time they are placed in Contractor-owned Containers. The Contractor shall retain revenues it gains from the sale of Recyclables, construction/demolition materials or Compostables. Likewise, a tipping or

acceptance fee charged for Recyclables, construction/demolition materials or Compostables shall be the financial responsibility of the Contractor.

The City shall work with the Contractor, other haulers and processors, and other regional governments to develop a reasonable definition of what constitutes legitimate construction/ demolition recycling for the purposes of interpreting collection authorities. Once a reasonable recycling threshold or "test" is developed with King County, the City and Contractor shall negotiate and amend this Agreement accordingly.

## 6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations, Customer, financial and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least five (5) years thereafter, maintain in an office in Washington State reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the term of this Contract.

The Contractor shall allow the City to interview any person and to review any evidence in the Contractor's possession or control that may assist the City in determining whether and by what amount: (1) the Contractor is entitled to reimbursement or increased rates under the contract; (2) the City is entitled to a reduction in rates under the contract; or (3) the Contractor is in compliance with the contract.

## 6.3 Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding proper methods of providing the services required under this Contract, and all conditions affecting the services to be provided under this Contract, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed as set forth by the Contract. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all of such conditions, that its conclusion to enter into this Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City that may be erroneous.



With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

#### 6.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for contract default in accordance with Section 4.2.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

##### 6.4.1 Minimum Scope of Insurance

Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.
- (2) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional

insured endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.

- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Contractor's Pollution Liability Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.
- (5) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

#### 6.4.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Contractor's Pollution Liability The Pollution Legal Liability insurance shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims-made basis.

#### 6.4.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### 6.4.4 Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

- (1) The Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it.
- (2) Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (3) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

#### 6.4.5 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VIII.

#### 6.4.6 Verification of Coverage

The Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

#### 6.4.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

#### 6.4.8 ACORD Form

The policy shall be endorsed to provide the following revised language at the bottom of the ACORD Form:

Replace: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall endeavor to mail thirty (30) days written notice to the below

named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.”

With the following: “Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the issuing company shall mail thirty (30) calendar days prior written notice to the below named Certificate holder and Additional Insured, the City of Snoqualmie, by certified mail.”

## 6.5 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor’s Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of five hundred thousand dollars (\$500,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration. Failure to make bond payments and to keep the bond current shall be cause for contract default in accordance with Section 4.2.

## 6.6 Indemnification

### 6.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney’s fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor’s exercise of duties, rights and privileges granted by the Contract, provided, however, that the Contractor’s obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor’s negligence.

### 6.6.2 Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the

payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way connected with the events described in Section 6.6.1. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

#### 6.6.3 Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, its elected officials, officers, employees, volunteers, agents and representatives, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

#### 6.7 Payment of Claims

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this contract. The Contractor shall also provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this contract.

#### 6.8 Confidentiality of Information

Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) prepared in performance of this Contract (the "documents") and submitted to the City are public record subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor at the notice address set forth in Section 5 herein and shall give the Contractor ten (10) working days from the date of the mailing of such

notice to obtain an injunction prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

## 6.9 Assignment of Contract

### 6.9.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days prior notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

### 6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control

The Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Contract without the prior written approval of the City and submittal of proof of insurance coverage.

When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, subcontracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

In addition, the assignee, subcontractor or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor or obligor does not comply with this clause. Furthermore, the assignee, subcontractor or obligor shall be subject to a one (1) year evaluation period during which the City may terminate this Contract on the basis of any material breaches of the terms binding the Contractor.

For the purposes of this contract, any Change in Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the contract and releasing the previous ownership of all obligations and liability. Assignment of this Contract to a subsidiary or affiliate of the Contractor shall not require the City's consent.

## 6.10 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

#### 6.11 Compliance With Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the subject matter of this Contract, in performing its obligations under the Contract. Such compliance shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity and non-discrimination. The Contractor shall comply with all applicable laws pertaining to employment practices, employee treatment and public contracts.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

#### 6.12 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required notices setting forth the provisions of this non-discrimination clause.

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor

shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

#### 6.13 Permits and Licenses

The Contractor and subcontractors shall secure a City business license if required and pay fees and taxes levied by the City. The Contractor shall have or obtain all permits and licenses necessary to provide the services herein at its sole expense.

The Contractor shall be solely responsible for all taxes, fees and charges incurred, including, but not limited to, license fees and all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation and unemployment benefits.

#### 6.14 Relationship of Parties

The City and the Contractor expressly agree that the full extent of the relationship between the Contractor and the City is that the Contractor is at all times an independent contractor of the City with respect to this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City.

#### 6.15 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this contract. The Contractor is specifically allowed to negotiate separate agreements with Customers for compactor leasing, Commercial Recyclables collection, Commercial Compostables collection, or other related services not included in this contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this City contract. These separate agreements must be in writing and shall in no way supersede this contract. These separate agreements cannot have durations any longer than the final date of this contract's term, since the City may, at its sole option, regulate similar or identical services in the successor to this contract.

#### 6.16 Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.

#### 6.17 Right to Renegotiate/Amendment



The City shall retain the right to renegotiate this Contract or negotiate contract amendments based on City policy changes, state statutory changes or rule changes in King County, Washington State or federal regulations regarding issues that materially modify the terms and conditions of the Contract. The City may also renegotiate this Contract should any Washington State, King County or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and the Contractor.

#### 6.18 Force Majeure

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

#### 6.19 Illegal Provisions/Severability

At the discretion of the City, if any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

#### 6.20 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

#### 6.21 Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Attachments A-C, represent the entire agreement of the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

WASTE MANAGEMENT OF  
WASHINGTON, INC.

CITY OF SNOQUALMIE

By: \_\_\_\_\_

*DEAN KATTEL*  
AREA VP.

By: \_\_\_\_\_

*Matthew Larson*  
Matthew Larson, Mayor

Snoqualmie, WA

ATTEST:

*Dei for Jodi Warren*  
City Clerk

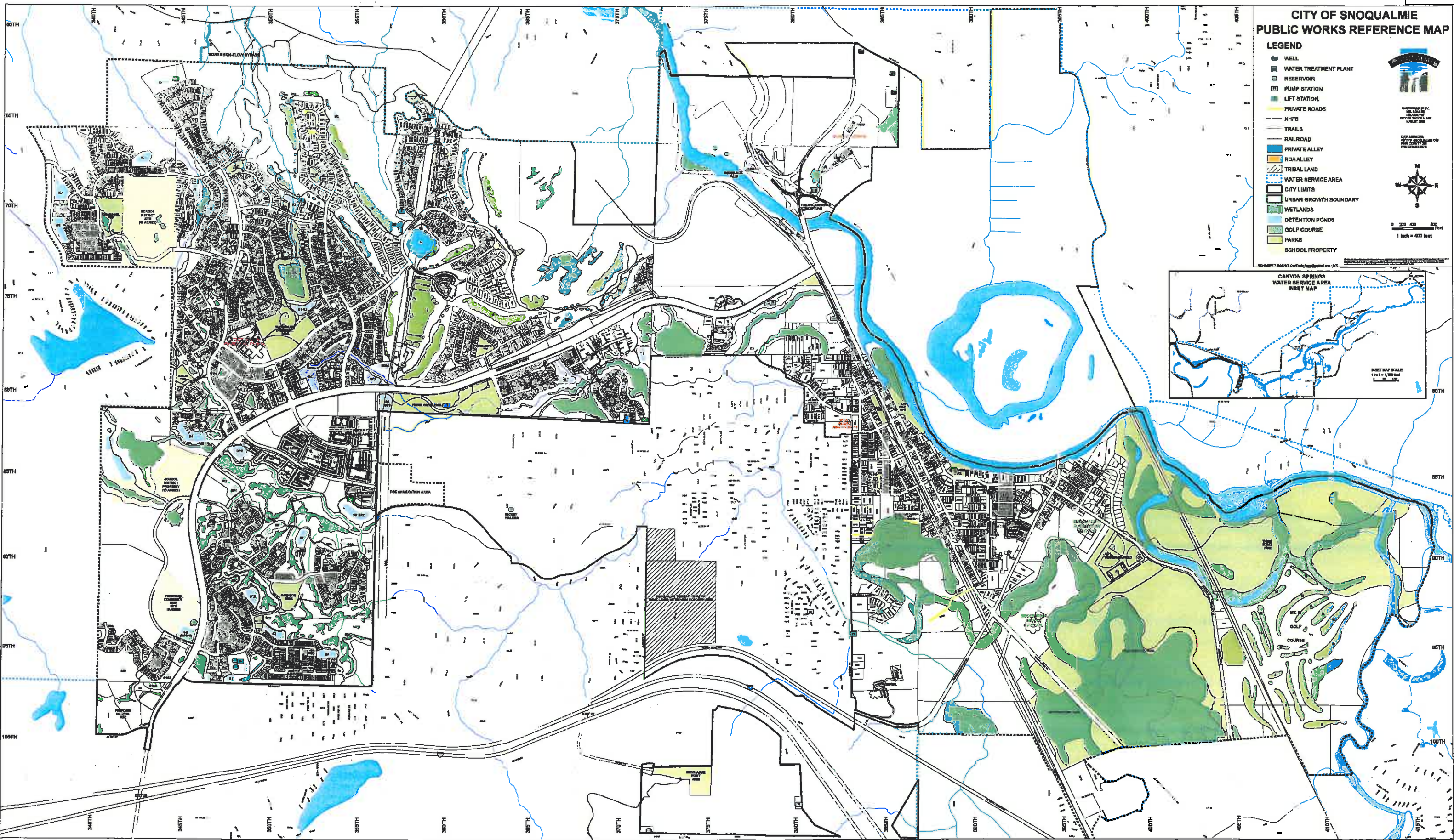
APPROVED AS TO FORM:

*Patricia B. Guro*  
City Attorney

Attachments:

- A. Service Area Map
- B. Contractor Rates
- C. Rate Modification Examples







**City of Snoqualmie RFP**  
**Attachment B**

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
<b>Monthly</b>	One 32 gallon Garbage Cart	20.63	\$ 4.88	\$ 6.10	\$ 10.98
<b>Weekly</b>	One 10 gallon Micro-Can	7.09	\$ 1.67	\$ 9.31	\$ 10.98
<b>Residential</b>	One 20 gallon Mini-Cart	12.89	\$ 3.04	\$ 14.09	\$ 17.13
<b>Curbside</b>	1 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 18.06	\$ 21.97
<b>Service</b>	1 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 25.15	\$ 32.95
	1 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 32.23	\$ 43.94
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
	<b>Miscellaneous Fees:</b>				
	96 Gallon Extra Yard Waste Cart Rental				\$ 1.57
	Yard Waste Extra				\$ 3.37
	Wildlife Resistant Container, per month				\$ 3.13
	Return Trip				\$ 6.26
	Carry-out Charge, per 25 ft, per month				\$ 4.18
	Drive-in Charge, per month				\$ 6.26
	Overweight/Oversize container (per p/u)				\$ 3.13
	Redelivery of containers				\$ 10.44
	Cart Cleaning (per cart per event)				\$ 10.44
	Sunken Can Surcharge per month				\$ 7.84
<b>On-Call</b>	White Goods, except refrigerators	150.00	\$ 8.19	\$ 50.63	\$ 58.82
<b>Bulky</b>	Refrigerators/Freezers	250.00	\$ 13.66	\$ 74.68	\$ 88.34
<b>Waste</b>	Sofas, Chairs	200.00	\$ 10.92	\$ 49.38	\$ 60.30
<b>Collection</b>	Mattresses	100.00	\$ 5.46	\$ 53.94	\$ 59.40
<b>Weekly</b>	One 20 gallon Mini-Cart	12.89	\$ 3.04	\$ 11.07	\$ 14.11
<b>Commercial</b>	1 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 16.33	\$ 20.24
<b>Can and</b>	1 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 28.67	\$ 36.47
<b>Cart</b>	1 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 38.89	\$ 50.60
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
	<b>Miscellaneous Fees:</b>				
	Weekly Yard Debris/Foodwaste service				\$ 8.83
	64/96 Gallon Yard Extra Waste Cart Rental				\$ 1.57
	Yard Waste Extra				\$ 3.37
	Return Trip				\$ 6.26
	Carry-out Charge, per 25 ft, per p/u				\$ 4.18
	Drive-in Charge, per month (per p/u)				\$ 6.26
	Gate and/or unlock fee (per p/u)				\$ 1.57
	Container roll-out, >10 feet (per p/u)				\$ 3.13
	Overweight/Oversize container (per p/u)				\$ 10.44
	Redelivery of container				\$ 10.44
	Cart Cleaning (per cart per event)				\$ 10.44
<b>Weekly</b>	1 Cubic Yard Container	385.00	\$ 91.13	\$ 147.97	\$ 239.10
<b>Commercial</b>	1.5 Cubic Yard Container	577.50	\$ 182.27	\$ 209.67	\$ 391.94
<b>Detachable</b>	2 Cubic Yard Container	770.00	\$ 273.41	\$ 271.40	\$ 544.81
<b>Container</b>	3 Cubic Yard Container	1,155.00	\$ 364.55	\$ 379.65	\$ 744.20
<b>(compacted)</b>	4 Cubic Yard Container	1,540.00	\$ 455.69	\$ 465.90	\$ 921.59
	6 Cubic Yard Container	2,310.00	\$ 546.80	\$ 660.30	\$ 1,207.10

City of Snoqualmie RFP  
Attachment B

		Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
	Service Level				
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	110.00	\$ 26.03	\$ 76.19	\$ 102.22
	1 Cubic Yard, 2 pickups/week	110.00	\$ 52.06	\$ 152.38	\$ 204.44
	1 Cubic Yard, 3 pickups/week	110.00	\$ 78.09	\$ 228.57	\$ 306.66
	1 Cubic Yard, 4 pickups/week	110.00	\$ 104.12	\$ 304.76	\$ 408.88
	1 Cubic Yard, 5 pickups/week	110.00	\$ 130.15	\$ 380.95	\$ 511.10
	2 Cubic Yard, 1 pickups/week	220.00	\$ 52.07	\$ 138.63	\$ 190.70
	2 Cubic Yard, 2 pickups/week	220.00	\$ 104.14	\$ 277.26	\$ 381.40
	2 Cubic Yard, 3 pickups/week	220.00	\$ 156.21	\$ 415.89	\$ 572.10
	2 Cubic Yard, 4 pickups/week	220.00	\$ 208.28	\$ 554.52	\$ 762.80
	2 Cubic Yard, 5 pickups/week	220.00	\$ 260.35	\$ 693.15	\$ 953.50
	3 Cubic Yard, 1 pickup/week	330.00	\$ 78.10	\$ 195.98	\$ 274.08
	3 Cubic Yard, 2 pickups/week	330.00	\$ 156.20	\$ 391.96	\$ 548.16
	3 Cubic Yard, 3 pickups/week	330.00	\$ 234.30	\$ 587.94	\$ 822.24
	3 Cubic Yard, 4 pickups/week	330.00	\$ 312.40	\$ 783.92	\$ 1,096.32
	3 Cubic Yard, 5 pickups/week	330.00	\$ 390.50	\$ 979.90	\$ 1,370.40
	4 Cubic Yard, 1 pickup/week	440.00	\$ 104.15	\$ 242.89	\$ 347.04
	4 Cubic Yard, 2 pickups/week	440.00	\$ 208.30	\$ 485.78	\$ 694.08
	4 Cubic Yard, 3 pickups/week	440.00	\$ 312.45	\$ 728.67	\$ 1,041.12
	4 Cubic Yard, 4 pickups/week	440.00	\$ 416.60	\$ 971.56	\$ 1,388.16
	4 Cubic Yard, 5 pickups/week	440.00	\$ 520.75	\$ 1,214.45	\$ 1,735.20
	6 Cubic Yard, 1 pickup/week	660.00	\$ 156.23	\$ 349.22	\$ 505.45
	6 Cubic Yard, 2 pickups/week	660.00	\$ 312.46	\$ 698.44	\$ 1,010.90
	6 Cubic Yard, 3 pickups/week	660.00	\$ 468.69	\$ 1,047.66	\$ 1,516.35
	6 Cubic Yard, 4 pickups/week	660.00	\$ 624.92	\$ 1,396.88	\$ 2,021.80
	6 Cubic Yard, 5 pickups/week	660.00	\$ 781.15	\$ 1,746.10	\$ 2,527.25
	8 Cubic Yard, 1 pickup/week	880.00	\$ 208.30	\$ 441.44	\$ 649.74
	8 Cubic Yard, 2 pickups/week	880.00	\$ 416.60	\$ 882.88	\$ 1,299.48
	8 Cubic Yard, 3 pickups/week	880.00	\$ 624.90	\$ 1,324.32	\$ 1,949.22
	8 Cubic Yard, 4 pickups/week	880.00	\$ 833.20	\$ 1,765.76	\$ 2,598.96
	8 Cubic Yard, 5 pickups/week	880.00	\$ 1,041.50	\$ 2,207.20	\$ 3,248.70
	Extra loose cubic yard, per pickup	110.00	\$ 6.01	\$ 18.79	\$ 24.80
	Drop Box Miscellaneous Fees (per occurrence):				
	Return Trip				\$ 10.44
	Roll-out Container over 10 feet (per p/u)				\$ 3.13
	Unlock Container (per p/u)				\$ 1.57
	Gate Opening (per p/u)				\$ 1.57

City of Snoqualmie RFP  
Attachment B

	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
Commercial	Non-compacted 10-15 cubic yard Drop-box	\$ 1.87	\$ 44.51	\$ 121.11	\$ 148.10
Drop-box Collection	Non-compacted 20 cubic yard Drop-box	\$ 2.18	\$ 51.96	\$ 121.11	\$ 148.10
	Non-compacted 25 cubic yard Drop-box	\$ 2.82	\$ 66.79	\$ 121.11	\$ 148.10
	Non-compacted 30 cubic yard Drop-box	\$ 3.13	\$ 74.21	\$ 121.11	\$ 148.10
	Non-compacted 40 cubic yard Drop-box	\$ 3.45	\$ 81.63	\$ 121.11	\$ 148.10
	Compacted 10 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 20 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 25 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 30 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 40 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	4 Yard detachable container	440.00	\$ 24.03	\$ 60.22	\$ 84.25
	6 Yard detachable container	660.00	\$ 36.05	\$ 85.97	\$ 122.02
	8 Yard detachable container	880.00	\$ 48.07	\$ 107.65	\$ 155.72
	Non-compacted 10 cubic yard Drop-box				\$ 182.31
	Non-compacted 20 cubic yard Drop-box				\$ 182.31
	Non-compacted 30 cubic yard Drop-box				\$ 182.31
	Non-compacted 40 cubic yard Drop-box				\$ 182.31
Temporary Collection Container Rental and Delivery	Service Level		Delivery Fee	Daily Rental	Monthly Rental
	4 Yard detachable container		\$ 121.11	\$ 1.36	\$ 31.20
	6 Yard detachable container		\$ 121.11	\$ 1.57	\$ 36.00
	8 Yard detachable container		\$ 121.11	\$ 1.77	\$ 40.80
	Non-compacted 10 cubic yard Drop-box		\$ 121.11	\$ 1.87	\$ 44.51
	Non-compacted 20 cubic yard Drop-box		\$ 121.11	\$ 2.18	\$ 51.96
	Non-compacted 30 cubic yard Drop-box		\$ 121.11	\$ 2.82	\$ 66.79
	Non-compacted 40 cubic yard Drop-box		\$ 121.11	\$ 3.13	\$ 74.21
	Miscellaneous Fees:				Per Event
	Return Trip				\$ 26.09
	Stand-by Time (per minute)				\$ 1.67
	Drop-box turn around charge				\$ 10.44
Hourly Rates	Service				Per Hour
	Rear/Side-load packer + driver				\$ 99.14
	Front-load packer + driver				\$ 99.14
	Drop-box Truck + driver				\$ 99.14
	Additional Labor (per person)				\$ 46.96

## Attachment C

### Rate Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

#### Collection Component Adjustment

- The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times 1 + \frac{nCPI - oCPI}{oCPI}$$

Where NCC = The new collection charge component of the customer rate for a particular service level; and

PCC = The previous collection charge component of the Customer rate for a particular service level; and

nCPI = The most recent June CPI value; and

oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2010.

#### Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

##### Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

##### Step 2:

$$NDC = A + [(A - ODC) \times CETR]$$

Where NDC = The new disposal charge component of the customer rate for a particular service level; and

## Attachment C

### Rate Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

#### Collection Component Adjustment

- The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times 1 + \frac{nCPI - oCPI}{oCPI}$$

Where      NCC = The new collection charge component of the customer rate for a particular service level; and

PCC = The previous collection charge component of the Customer rate for a particular service level; and

nCPI = The most recent June CPI value; and

oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of June 2010.

#### Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

##### Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

##### Step 2:

$$NDC = A + [(A - ODC) \times CETR]$$

Where      NDC = The new disposal charge component of the customer rate for a particular service level; and



- NTF = The new disposal fee, dollars per ton; and
- ODC = The old disposal charge component of the customer rate for a particular service level;
- OTF = The old disposal fee, dollars per ton; and
- A = Pre-excise tax adjusted disposal component; and
- CETR = Current excise tax rate (the current State excise tax rate; 0.018 used for this example).

For example, using an initial one 35-gallon cart rate of \$16.74 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$95 to \$105 per ton starting on January 1, 2012, the old disposal component is \$3.97, and the State Excise Tax rate is 0.018, the January 2012 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$12.77 \times \left[ 1 + \frac{(144.3 - 143.2)}{(143.2)} \right] = \$12.87$$

$$\text{New Disposal Component} = [\$3.97 \times (105/95)] \text{ plus excise tax adjustment of } \$0.01 = \$4.40$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be \$12.87 plus \$4.40, equaling \$17.27.

**FIRST AMENDMENT TO  
COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES  
COLLECTION AGREEMENT**

THIS FIRST AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT ("First Amendment") is entered into as of June 1, 2012 ("Effective Date") by and between the City of Snoqualmie ("City") and Waste Management of Washington, Inc. ("Contractor").

**RECITALS**

A. City and Contractor are parties to that certain Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the "Agreement"), under which Contractor shall provide services commencing on June 1, 2012; and

B. City and Contractor desire to amend the Agreement such that Contractor may discontinue services to customers in the event of nonpayment of Contractor invoices.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Temporary Container Customers. The first sentence of Section 2.2.10 of the Agreement is hereby amended as follows (changes indicated in underline and ~~striketrough~~):

The Contractor shall provide temporary 2-, 4-, ~~and 6-~~ and 8- cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-Boxes to Single Family Residence, Multi-Family Complex and Commercial Customers on an on-call basis.


2. Weekly Reports. Section 2.3.4.1 of the Agreement is hereby deleted.

3. Attachment B. The attached document entitled "Attachment B" hereby replaces Attachment B of the Agreement.

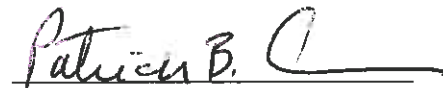
4. Full Force and Effect. Except as otherwise provided in this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this First Amendment is effective as of the Effective Date.


**CITY OF SNOQUALMIE**

By:   
Name: MATTHEW R. LARSON  
Title: MAYOR  
Date: 5/16/12

**APPROVED AS TO FORM:**

  
City Attorney

**WASTE MANAGEMENT OF WASHINGTON, INC.**

By:   
Name: DEAN KATTLER  
Title: AREA VP  
Date: MAY 14/12

# City of Snoqualmie RFP

## Attachment B

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
<b>Monthly</b>	One 32 gallon Garbage Cart	20.63	\$ 4.88	\$ 6.10	\$ 10.98
<b>Weekly</b>	One 10 gallon Micro-Can	7.09	\$ 1.67	\$ 9.31	\$ 10.98
<b>Residential</b>	One 20 gallon Mini-Cart	12.89	\$ 3.04	\$ 14.09	\$ 17.13
<b>Curbside</b>	1 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 18.06	\$ 21.97
<b>Service</b>	1 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 25.15	\$ 32.95
	1 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 32.23	\$ 43.94
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
	<b>Miscellaneous Fees:</b>				
	96 Gallon Extra Yard Waste Cart Rental				\$ 1.57
	Yard Waste Extra				\$ 3.37
	Wildlife Resistant Container, per month				\$ 3.13
	Return Trip				\$ 6.26
	Carry-out Charge, per 25 ft, per month				\$ 4.18
	Drive-in Charge, per month				\$ 6.26
	Overweight/Oversize container (per p/u)				\$ 3.13
	Redelivery of containers				\$ 10.44
	Cart Cleaning (per cart per event)				\$ 10.44
	Sunken Can Surcharge per month				\$ 7.84
<b>On-Call</b>	White Goods, except refrigerators	150.00	\$ 8.19	\$ 50.63	\$ 58.82
<b>Bulky</b>	Refrigerators/Freezers	250.00	\$ 13.66	\$ 74.68	\$ 88.34
<b>Waste</b>	Sofas, Chairs	200.00	\$ 10.92	\$ 49.38	\$ 60.30
<b>Collection</b>	Mattresses	100.00	\$ 5.46	\$ 53.94	\$ 59.40
<b>Weekly</b>	One 20 gallon Mini-Cart	12.89	\$ 3.04	\$ 11.07	\$ 14.11
<b>Commercial</b>	1 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 16.33	\$ 20.24
<b>Can and</b>	1 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 28.67	\$ 36.47
<b>Cart</b>	1 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 38.89	\$ 50.60
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
	<b>Miscellaneous Fees:</b>				
	Weekly Yard Debris/Foodwaste service				\$ 8.83
	64/96 Gallon Yard Extra Waste Cart Rental				\$ 1.57
	Yard Waste Extra				\$ 3.37
	Return Trip				\$ 6.26
	Carry-out Charge, per 25 ft, per p/u				\$ 4.18
	Drive-in Charge, per month (per p/u)				\$ 6.26
	Gate and/or unlock fee (per p/u)				\$ 1.57
	Container roll-out, >10 feet (per p/u)				\$ 3.13
	Overweight/Oversize container (per p/u)				\$ 10.44
	Redelivery of container				\$ 10.44
	Cart Cleaning (per cart per event)				\$ 10.44
<b>Weekly</b>	1 Cubic Yard Container	385.00	\$ 91.13	\$ 147.97	\$ 239.10
<b>Commercial</b>	1.5 Cubic Yard Container	577.50	\$ 182.27	\$ 209.67	\$ 391.94
<b>Detachable</b>	2 Cubic Yard Container	770.00	\$ 273.41	\$ 271.40	\$ 544.81
<b>Container</b>	3 Cubic Yard Container	1,155.00	\$ 364.55	\$ 379.65	\$ 744.20
<b>(compacted)</b>	4 Cubic Yard Container	1,540.00	\$ 455.69	\$ 465.90	\$ 921.59
	6 Cubic Yard Container	2,310.00	\$ 546.80	\$ 660.30	\$ 1,207.10

# City of Snoqualmie RFP

## Attachment B

		Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
	Service Level				
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	110.00	\$ 26.03	\$ 76.19	\$ 102.22
	1 Cubic Yard, 2 pickups/week	110.00	\$ 52.06	\$ 152.38	\$ 204.44
	1 Cubic Yard, 3 pickups/week	110.00	\$ 78.09	\$ 228.57	\$ 306.66
	1 Cubic Yard, 4 pickups/week	110.00	\$ 104.12	\$ 304.76	\$ 408.88
	1 Cubic Yard, 5 pickups/week	110.00	\$ 130.15	\$ 380.95	\$ 511.10
	2 Cubic Yard, 1 pickups/week	220.00	\$ 52.07	\$ 138.63	\$ 190.70
	2 Cubic Yard, 2 pickups/week	220.00	\$ 104.14	\$ 277.26	\$ 381.40
	2 Cubic Yard, 3 pickups/week	220.00	\$ 156.21	\$ 415.89	\$ 572.10
	2 Cubic Yard, 4 pickups/week	220.00	\$ 208.28	\$ 554.52	\$ 762.80
	2 Cubic Yard, 5 pickups/week	220.00	\$ 260.35	\$ 693.15	\$ 953.50
	3 Cubic Yard, 1 pickup/week	330.00	\$ 78.10	\$ 195.98	\$ 274.08
	3 Cubic Yard, 2 pickups/week	330.00	\$ 156.20	\$ 391.96	\$ 548.16
	3 Cubic Yard, 3 pickups/week	330.00	\$ 234.30	\$ 587.94	\$ 822.24
	3 Cubic Yard, 4 pickups/week	330.00	\$ 312.40	\$ 783.92	\$ 1,096.32
	3 Cubic Yard, 5 pickups/week	330.00	\$ 390.50	\$ 979.90	\$ 1,370.40
	4 Cubic Yard, 1 pickup/week	440.00	\$ 104.15	\$ 242.89	\$ 347.04
	4 Cubic Yard, 2 pickups/week	440.00	\$ 208.30	\$ 485.78	\$ 694.08
	4 Cubic Yard, 3 pickups/week	440.00	\$ 312.45	\$ 728.67	\$ 1,041.12
	4 Cubic Yard, 4 pickups/week	440.00	\$ 416.60	\$ 971.56	\$ 1,388.16
	4 Cubic Yard, 5 pickups/week	440.00	\$ 520.75	\$ 1,214.45	\$ 1,735.20
	6 Cubic Yard, 1 pickup/week	660.00	\$ 156.23	\$ 349.22	\$ 505.45
	6 Cubic Yard, 2 pickups/week	660.00	\$ 312.46	\$ 698.44	\$ 1,010.90
	6 Cubic Yard, 3 pickups/week	660.00	\$ 468.69	\$ 1,047.66	\$ 1,516.35
	6 Cubic Yard, 4 pickups/week	660.00	\$ 624.92	\$ 1,396.88	\$ 2,021.80
	6 Cubic Yard, 5 pickups/week	660.00	\$ 781.15	\$ 1,746.10	\$ 2,527.25
	8 Cubic Yard, 1 pickup/week	880.00	\$ 208.30	\$ 441.44	\$ 649.74
	8 Cubic Yard, 2 pickups/week	880.00	\$ 416.60	\$ 882.88	\$ 1,299.48
	8 Cubic Yard, 3 pickups/week	880.00	\$ 624.90	\$ 1,324.32	\$ 1,949.22
	8 Cubic Yard, 4 pickups/week	880.00	\$ 833.20	\$ 1,765.76	\$ 2,598.96
	8 Cubic Yard, 5 pickups/week	880.00	\$ 1,041.50	\$ 2,207.20	\$ 3,248.70
	Extra loose cubic yard, per pickup	110.00	\$ 6.01	\$ 18.79	\$ 24.80
	<b>Drop Box Miscellaneous Fees (per occurrence):</b>				
	Return Trip				\$ 10.44
	Roll-out Container over 10 feet (per p/u)				\$ 3.13
	Unlock Container (per p/u)				\$ 1.57
	Gate Opening (per p/u)				\$ 1.57

# City of Snoqualmie RFP

## Attachment B

	Service Level (based on pick ups)	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
<b>Commercial</b>	Non-compacted 10-15 cubic yard Drop-box	\$ 1.87	\$ 44.51	\$ 121.11	\$ 148.10
<b>Drop-box Collection</b>	Non-compacted 20 cubic yard Drop-box	\$ 2.18	\$ 51.96	\$ 121.11	\$ 148.10
	Non-compacted 25 cubic yard Drop-box	\$ 2.82	\$ 66.79	\$ 121.11	\$ 148.10
	Non-compacted 30 cubic yard Drop-box	\$ 3.13	\$ 74.21	\$ 121.11	\$ 148.10
	Non-compacted 40 cubic yard Drop-box	\$ 3.45	\$ 81.63	\$ 121.11	\$ 148.10
	Compacted 10 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 20 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 25 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 30 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 40 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
<b>Temporary Collection Hauling</b>	2 Yard detachable container	220.00	\$ 12.02	\$ 34.37	\$ 46.39
	4 Yard detachable container	440.00	\$ 24.03	\$ 60.22	\$ 84.25
	6 Yard detachable container	660.00	\$ 36.05	\$ 85.97	\$ 122.02
	8 Yard detachable container	880.00	\$ 48.07	\$ 107.65	\$ 155.72
	Non-compacted 10 cubic yard Drop-box				\$ 182.31
	Non-compacted 20 cubic yard Drop-box				\$ 182.31
	Non-compacted 30 cubic yard Drop-box				\$ 182.31
	Non-compacted 40 cubic yard Drop-box				\$ 182.31
<b>Temporary Collection Container Rental and Delivery</b>	Service Level		Delivery Fee	Daily Rental	Monthly Rental
	2 Yard detachable container		\$ 121.11	\$ 1.15	\$ 26.40
	4 Yard detachable container		\$ 121.11	\$ 1.36	\$ 31.20
	6 Yard detachable container		\$ 121.11	\$ 1.57	\$ 36.00
	8 Yard detachable container		\$ 121.11	\$ 1.77	\$ 40.80
	Non-compacted 10 cubic yard Drop-box		\$ 121.11	\$ 1.87	\$ 44.51
	Non-compacted 20 cubic yard Drop-box		\$ 121.11	\$ 2.18	\$ 51.96
	Non-compacted 30 cubic yard Drop-box		\$ 121.11	\$ 2.82	\$ 66.79
	Non-compacted 40 cubic yard Drop-box		\$ 121.11	\$ 3.13	\$ 74.21
	Miscellaneous Fees:				Per Event
	Return Trip				\$ 26.09
	Stand-by Time (per minute)				\$ 1.67
	Drop-box turn around charge				\$ 10.44
<b>Hourly Rates</b>	Service				Per Hour
	Rear/Side-load packer + driver				\$ 99.14
	Front-load packer + driver				\$ 99.14
	Drop-box Truck + driver				\$ 99.14
	Additional Labor (per person)				\$ 46.96



## SECOND AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT

THIS SECOND AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT ("Second Amendment") is entered into as of June 1, 2012 ("Effective Date") by and between the City of Snoqualmie ("City") and Waste Management of Washington, Inc. ("Contractor").

### RECITALS

A. City and Contractor are parties to that certain Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the "Agreement"), under which Contractor shall provide services commencing on June 1, 2012;

B. On or about May 16, 2012, City and Contractor executed a First Amendment to Comprehensive Garbage, Recyclables and Compostables Collection Agreement; and

C. City and Contractor desire to further amend the Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Definition of Special Pick-Up. The definition is hereby added to the "Definition" section of the Agreement:

**"Special Pick-Up:** The term "special pick-up" means a pick up requested by the Customer at a time other than the regularly scheduled pick up time that requires the special dispatch of a truck."

2. Wildlife Resistant Garbage Carts. Section 2.1.15.1 of the Agreement is hereby amended as follows (changes indicated in underline and ~~strikethrough~~):

Customers shall use a Contractor-owned Micro Can or Garbage Cart, or a Customer-owned wildlife (bear)-resistant cart, for small Container Garbage collection service. Such wildlife resistant carts must be capable of being serviced safely by Contractor's collection vehicles. Customer-owned wildlife (bear)-resistant carts are subject to the same fees as Contractor-owned wildlife (bear)-resistant carts pursuant to Attachment B of the original contract. Permission to add Customer-owned wildlife (bear)-resistant carts to a customer account is granted for a set term of thirty (30) days, from June 1, 2012 - June 30, 2012. No other customer accounts will be allowed to add a Customer-owned wildlife (bear)-



resistant carts post June 30, 2012. Plastic bags and Garbage Cans may be used for overflow volumes of Garbage, but not as a Customer's primary container.

If a customer uses their own Container for excess Garbage, Contractor crews shall be expected to handle the Container in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to the Customer-owned Containers, wear and tear excepted.

3. Mandatory Collection Enforcement. The second paragraph of Section 3.1.3 of the Agreement is hereby amended as follows (changes indicated in underline and ~~striketrough~~):

~~The Contractor shall provide the City with a list of Customers who are sixty or more days past due. The City shall then send that Customer a letter informing them of City Code requirements. If the Customer continues to be non-responsive, the Contractor shall send them their standard notification letter, including notification that an account will be turned over to a third party for collection and that the Customer shall be responsible for the past due amount as well as a twenty five dollar (\$25.00) collection fee. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. Once an account is turned over to third party collection, the~~ If a Customer becomes seventy-five (75) days delinquent on a Contractor invoice, Contractor may reduce the service level to the minimum service level for that Customer class. The Contractor may then make arrangements for third party collection and/or lien the property for the debt. The Contractor shall be allowed to charge a cart redelivery fee should the Customer request to reinstate their higher level of service after paying all overdue balances. The cart redelivery fee in Attachment B covers the redelivery of all three carts for Single-family Customers.

4. Timing of Payment of City Administrative Fee. The first paragraph of Section 3.2 of the Agreement is hereby amended as follows (changes indicated in underline and ~~striketrough~~):

The Contractor shall also pay to the City a twelve percent (12%) city fee, applied to 89.3% of the Contractor's gross receipts received from Snoqualmie Collection Agreement customers, excluding the listed taxes and Drop-Box disposal fees, during the prior month on or before the ~~fiftieth~~ twentieth (20<sup>th</sup>) day of each month during the term of this Contract, starting on July 1, 2012. The Contractor shall remit the city fee received on all payments received under this Contract, including Customer payments received after the termination date of this Contract.


5. Attachment B. The "Attachment B" attached hereto hereby replaces Attachment B of the Agreement in its entirety.

6. Full Force and Effect. Except as otherwise provided in this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, this Second Amendment is effective as of the Effective Date.


**CITY OF SNOQUALMIE**

By:   
Name: Matthew R. Larson  
Title: Mayor  
Date: September 10, 2012

**APPROVED AS TO FORM:**

  
City Attorney

**WASTE MANAGEMENT OF WASHINGTON, INC.**

By:   
Name: Rob Sherman  
Title: Vice President  
Date: 9-20-12

## City of Snoqualmie

## Attachment B

Last 06/11/12

Residential	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Monthly	One 32 gallon Garbage Cart	20.63	\$ 4.88	\$ 6.10	\$ 10.98
Weekly	One 10 gallon Micro-Can/Cart	7.09	\$ 1.67	\$ 9.31	\$ 10.98
Residential	One 20 gallon Mini-Cart	12.39	\$ 3.04	\$ 14.09	\$ 17.13
Curbside Service	One 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 18.06	\$ 21.97
	One 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 25.15	\$ 32.95
	One 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 32.23	\$ 43.94
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
	Miscellaneous Fees:				
	96 Gallon Extra Yard Waste Cart Rental				\$ 1.57
	Yard Waste Extra				\$ 3.37
	Wildlife Resistant Container, per month				\$ 3.13
	Return Trip				\$ 6.26
	Carry-out Charge, per 25 ft, per month				\$ 4.18
	Drive-in Charge, per month				\$ 6.26
	Overweight/Oversize container (per p/u)				\$ 3.13
	Redelivery of containers				\$ 10.44
	Cart Cleaning (per cart per event)				\$ 10.44
	Sunken Can Surcharge per month				\$ 7.84
On-Call Bulky Waste Collection	White Goods, except refrigerators	150.00	\$ 8.19	\$ 50.63	\$ 58.82
	Refrigerators/Freezers	250.00	\$ 13.66	\$ 74.68	\$ 88.34
	Sofas, Chairs	200.00	\$ 10.92	\$ 49.38	\$ 60.30
	Mattresses	100.00	\$ 5.46	\$ 53.94	\$ 59.40
Commercial	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Weekly Commercial Can and Cart	One 20 gallon Mini-Cart	12.39	\$ 3.04	\$ 11.07	\$ 14.11
	One 32 gallon Garbage Cart	16.50	\$ 3.91	\$ 16.33	\$ 20.24
	One 64-gallon Garbage Cart	33.00	\$ 7.80	\$ 28.67	\$ 36.47
	One 96-gallon Garbage Cart	49.50	\$ 11.71	\$ 38.89	\$ 50.60
	Extras (32 gallon equivalent)	16.50	\$ 0.89	\$ 5.84	\$ 6.73
Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container	385.00	\$ 91.13	\$ 147.97	\$ 239.10
	1.5 Cubic Yard Container	577.50	\$ 182.27	\$ 209.67	\$ 391.94
	2 Cubic Yard Container	770.00	\$ 273.41	\$ 271.40	\$ 544.81
	3 Cubic Yard Container	1,155.00	\$ 364.55	\$ 379.65	\$ 744.20
	4 Cubic Yard Container	1,540.00	\$ 455.69	\$ 465.90	\$ 921.59
Commercial Detachable Container (loose)	6 Cubic Yard Container	2,310.00	\$ 546.80	\$ 660.30	\$ 1,207.10
	1 Cubic Yard, 1 pickup/week	110.00	\$ 26.03	\$ 76.19	\$ 102.22
	1 Cubic Yard, 2 pickups/week	110.00	\$ 52.06	\$ 152.36	\$ 204.44
	1 Cubic Yard, 3 pickups/week	110.00	\$ 78.09	\$ 228.57	\$ 306.66
	1 Cubic Yard, 4 pickups/week	110.00	\$ 104.12	\$ 304.76	\$ 408.88
	1 Cubic Yard, 5 pickups/week	110.00	\$ 130.15	\$ 380.95	\$ 511.10
	2 Cubic Yard, 1 pickups/week	220.00	\$ 52.07	\$ 138.63	\$ 190.70
	2 Cubic Yard, 2 pickups/week	220.00	\$ 104.14	\$ 277.26	\$ 381.40
	2 Cubic Yard, 3 pickups/week	220.00	\$ 156.21	\$ 415.89	\$ 572.10
	2 Cubic Yard, 4 pickups/week	220.00	\$ 208.28	\$ 554.52	\$ 762.80
	2 Cubic Yard, 5 pickups/week	220.00	\$ 260.35	\$ 693.15	\$ 953.50
	3 Cubic Yard, 1 pickup/week	330.00	\$ 78.10	\$ 195.98	\$ 274.08
	3 Cubic Yard, 2 pickups/week	330.00	\$ 156.20	\$ 391.96	\$ 548.16
	3 Cubic Yard, 3 pickups/week	330.00	\$ 234.30	\$ 587.94	\$ 822.24
	3 Cubic Yard, 4 pickups/week	330.00	\$ 312.40	\$ 783.92	\$ 1,096.32
	3 Cubic Yard, 5 pickups/week	330.00	\$ 390.50	\$ 979.90	\$ 1,370.40
	4 Cubic Yard, 1 pickup/week	440.00	\$ 104.15	\$ 242.89	\$ 347.04
	4 Cubic Yard, 2 pickups/week	440.00	\$ 208.30	\$ 485.78	\$ 694.08
	4 Cubic Yard, 3 pickups/week	440.00	\$ 312.45	\$ 728.67	\$ 1,041.12
	4 Cubic Yard, 4 pickups/week	440.00	\$ 416.60	\$ 971.56	\$ 1,388.16
	4 Cubic Yard, 5 pickups/week	440.00	\$ 520.75	\$ 1,214.45	\$ 1,735.20
	6 Cubic Yard, 1 pickup/week	660.00	\$ 156.23	\$ 349.22	\$ 505.45
	6 Cubic Yard, 2 pickups/week	660.00	\$ 312.46	\$ 698.44	\$ 1,010.90
	6 Cubic Yard, 3 pickups/week	660.00	\$ 468.69	\$ 1,047.66	\$ 1,516.35
	6 Cubic Yard, 4 pickups/week	660.00	\$ 624.92	\$ 1,396.88	\$ 2,021.80
	6 Cubic Yard, 5 pickups/week	660.00	\$ 781.15	\$ 1,746.10	\$ 2,527.25
	8 Cubic Yard, 1 pickup/week	880.00	\$ 208.30	\$ 441.44	\$ 649.74
	8 Cubic Yard, 2 pickups/week	880.00	\$ 416.60	\$ 882.88	\$ 1,299.48
	8 Cubic Yard, 3 pickups/week	880.00	\$ 624.90	\$ 1,324.32	\$ 1,949.22
	8 Cubic Yard, 4 pickups/week	880.00	\$ 833.20	\$ 1,765.76	\$ 2,598.96
	8 Cubic Yard, 5 pickups/week	880.00	\$ 1,041.50	\$ 2,207.20	\$ 3,248.70
	Extra loose cubic yard, per pickup	110.00	\$ 6.01	\$ 18.79	\$ 24.80

	<b>Commercial Miscellaneous Fees (per occurrence):</b>				
	Extra pickups (Monthly rate for 1 pickup/week/container size above divided by 4.33)				
	Weekly Yard Debris/Foodwaste service				\$ 8.53
	64/96 Gallon Yard Extra Waste Cart Rental				\$ 1.57
	Yard Waste Extra				\$ 3.37
	Return Trip (Cart)				\$ 6.26
	Return Trip (Container)				\$ 10.44
	Gate Opening (per p/u)				\$ 1.57
	Roll-out Container over 10 feet (per p/u)				\$ 3.13
	Unlock Container (per p/u)				\$ 1.57
	Carry-out Charge, per 25 ft. per p/u				\$ 4.18
	Drive-in Charge, per month (per p/u)				\$ 6.26
	Overweight/Oversize container (per p/u)				\$ 10.44
	Redeliver, of container				\$ 10.44
	Cart Cleaning (per cart per event)				\$ 10.44
	<b>Service Level (based on pick ups)</b>		<b>Monthly Rent</b>	<b>Delivery Charge</b>	<b>Haul Charge</b>
Commercial	Non-compacted 10-15 cubic yard Drop-box		\$ 44.51	\$ 121.11	\$ 148.10
Drop-box Collection	Non-compacted 20 cubic yard Drop-box		\$ 51.96	\$ 121.11	\$ 148.10
	Non-compacted 25 cubic yard Drop-box		\$ 66.79	\$ 121.11	\$ 148.10
	Non-compacted 30 cubic yard Drop-box		\$ 74.21	\$ 121.11	\$ 148.10
	Non-compacted 40 cubic yard Drop-box		\$ 81.63	\$ 121.11	\$ 148.10
	Compacted 10 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 20 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 25 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 30 cubic yard Drop-box			\$ 121.11	\$ 225.59
	Compacted 40 cubic yard Drop-box			\$ 121.11	\$ 225.59
	<b>Service Level</b>	<b>Pounds Per Unit</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Haul Charge</b>
Temporary/ Pickup Collection Hauling	2 Yard detachable container	220.00	\$ 12.02	\$ 34.37	\$ 46.39
	4 Yard detachable container	440.00	\$ 24.03	\$ 60.22	\$ 84.25
	6 Yard detachable container	660.00	\$ 36.05	\$ 85.97	\$ 122.02
	8 Yard detachable container	880.00	\$ 48.07	\$ 107.65	\$ 155.72
	Non-compacted 10 cubic yard Drop-box				\$ 132.31
	Non-compacted 20 cubic yard Drop-box				\$ 182.31
	Non-compacted 30 cubic yard Drop-box				\$ 182.31
	Non-compacted 40 cubic yard Drop-box				\$ 182.31
	<b>Service Level</b>		<b>Delivery Fee</b>	<b>Daily Rental</b>	
Temporary Collection Container Rental and Delivery	2 Yard detachable container		\$ 121.11	\$ 1.15	
	4 Yard detachable container		\$ 121.11	\$ 1.36	
	6 Yard detachable container		\$ 121.11	\$ 1.57	
	8 Yard detachable container		\$ 121.11	\$ 1.77	
	Non-compacted 10 cubic yard Drop-box		\$ 121.11	\$ 1.87	
	Non-compacted 20 cubic yard Drop-box		\$ 121.11	\$ 2.18	
	Non-compacted 30 cubic yard Drop-box		\$ 121.11	\$ 2.82	
	Non-compacted 40 cubic yard Drop-box		\$ 121.11	\$ 3.13	
	<b>Miscellaneous Fees:</b>				<b>Per Event</b>
	Return Trip (Drop-box)				\$ 26.09
	Stand-by Time (per minute)				\$ 1.67
	Drop-box turn around charge				\$ 10.44
	<b>Service</b>				<b>Per Hour</b>
Hourly Rates	Rear/Side-load packer + driver				\$ 99.14
	Front-load packer + driver				\$ 99.14
	Drop-box Truck + driver				\$ 99.14
	Additional Labor (per person)				\$ 46.96

### **THIRD AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT**

THIS THIRD AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT ("Third Amendment") is entered into as of June \_\_\_, 2019 ("Effective Date") by and between the City of Snoqualmie ("City") and Waste Management of Washington, Inc. ("Contractor"). The City and Contractor are referred to herein as individually as a "Party" and collectively as "the Parties."

#### **RECITALS**

A. City and Contractor are parties to that certain Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the "Agreement"), under which Contractor shall provide services commencing on June 1, 2012;

B. On or about May 16, 2012, the Parties executed a First Amendment to the Agreement; and

C. On or about September 10, 2012, the Parties executed a Second Amendment to the Agreement; and

D. Section 2.2.2.1 of the Agreement outlines the preparation requirements for Single-Family Residence Recyclables Collection; and

E. Plastic bags get caught in recycling processing equipment and therefore are not appropriate as a recyclable material. The Parties agree that bagged plastic bags should be removed from the list of items that are acceptable for recyclables collection; and

F. The Parties desire to further amend the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

#### **AGREEMENT**

1. Section 2.2.2.1 of Agreement Amended. Section 2.2.2.1 of the Comprehensive Garbage, Recyclables and Compostables Collection Agreement is hereby amended to read as follows (with strikethrough indicating a deletion):

##### 2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee. Recyclables must be prepared as follows and uncontaminated with food or other residues:

Aluminum Cans:	All clean aluminum cans, pie "tins," and foil that are placed in the Recycling Cart.
Corrugated Cardboard:	All corrugated cardboard boxes smaller than three (3) feet square, and placed in or next to the Customer's Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
Glass Containers:	All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
Mixed Paper:	All Mixed Paper
Motor Oil:	Up to three gallons of motor oil that is free from contaminants and placed in clear screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.
Newspaper:	All newspaper and advertising supplements that are delivered.
Coated paper:	All clean paper cups, milk cartons, other coated food packaging, and Tetra Paks/aseptic container placed in the Recycling Cart.
<del>Plastic Bags:</del>	<del>All clean dry plastic bags, (shopping, newspaper, and dry cleaning bags)</del>

~~bagged together and placed in the Recycling Cart.~~

Plastic Containers:	All plastic bottles, cups, jugs and tubs. Other plastics, automotive or other hazardous product Containers, and lids are excluded.
Other Plastic:	Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene and PET plastic soda and water bottles; cleaned plastic buckets such as 5-gallon pails; and clean Plant pots.
Polycoated Cartons and Boxes:	All plastic-coated cartons and boxes that are flattened.
Scrap Metal:	All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber and/or other contaminants; and meets the size requirements defined for Scrap Metals.
Tin Cans:	All food and beverage tin cans with labels removed.
Garbage Cans:	The Contractor shall also collect and recycle unwanted Garbage Cans from Customer. Customers shall label unwanted cans with a "Take" label and the Contractor shall collect those empty unwanted Garbage Cans on its Recycling collection route.

2. Effect of Signature. By signing below, the City and Contractor each acknowledge its approval and acceptance of the terms of this Third Amendment, and acknowledge that this Third Amendment: (a) creates a legally binding obligation upon the Parties; (b) shall be governed and construed in accordance with the laws of the State of Washington regardless of any conflict of law provisions; (c) sets forth the entire agreement between the Parties with respect to the subject matter herein (i.e., the list of Recyclables appropriate for collection from all customers) and supersedes all prior negotiations, representations, understandings and agreements with respect to that subject matter; and (d) may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

3. Full Force and Effect. Except as otherwise provided in this Third Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

WASTE MANAGEMENT OF  
WASHINGTON, INC.

CITY OF SNOQUALMIE

By: \_\_\_\_\_  
Jason Rose, President

By: \_\_\_\_\_  
Matthew Larson, Mayor

ATTEST:

\_\_\_\_\_  
Jodi E. Warren, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob C. Sterbank, City Attorney



**RESOLUTION NO. 1511****A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON RATIFYING A TWO-YEAR EXTENSION OF THE COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Snoqualmie and Waste Management of Washington, Inc. ("WM") are parties to that certain Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the "Agreement"), under which WM commenced providing services on June 1, 2012;

**WHEREAS**, on or about May 16, 2012, the Parties executed a First Amendment to the Agreement; and

**WHEREAS**, on or about September 10, 2012, the Parties executed a Second Amendment to the Agreement; and

**WHEREAS**, on or about June 10, 2019, the Parties executed a Third Amendment to the Agreement; and

**WHEREAS**, Section 1 of the Agreement provides that the Agreement's term is seven years, starting June 1, 2012, and expiring May 31, 2019; and

**WHEREAS**, Section 1 further provides that the City may, at its sole option, extend the agreement for up to three (3) extensions, each of which shall not exceed two (2) years in duration; and

**WHEREAS**, on exercise its option to extend the Agreement, Section 1 also provides that notice shall be given by the City to WM no less than ninety (90) days prior to the expiration of the Agreement's term or the expiration of a previous extension; and

**WHEREAS**, by letter dated February 22, 2019, the City provided notice, pursuant to Section 1 of the Agreement, of its exercise of the option for a first extension of the Agreement; and

**WHEREAS**, as provided in Section 1 of the Agreement, the February 22, 2019 letter was sent to WM more than ninety (90) days prior to the expiration of the Agreement's term;

**WHEREAS**, the City Council desires to ratify the extension of the first of the three (3), two-year extensions provided in Section 1 of the Agreement;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:**

Section 1. Exercise of Two-Year Extension of Agreement. The first, two-year extension of the Comprehensive Garbage, Recyclables and Compostables Collection Agreement between the City of Snoqualmie and Waste Management of Washington, Inc. ("the Agreement"), is hereby ratified and confirmed. The two-year extension will expire on May 31, 2021, unless the Agreement is further extended as provided for in the Agreement, Section 1.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this 26th day of August, 2019.

\_\_\_\_\_  
Matthew Larson, Mayor

Attest:

---

Jodi Warren, MMC City Clerk

Approved as to form:

---

Bob C. Sterbank, City Attorney

**RESOLUTION NO. 1577****A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON RATIFYING A SECOND TWO-YEAR EXTENSION OF THE COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT, AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Snoqualmie and Waste Management of Washington, Inc. ("WM") are parties to that certain Comprehensive Garbage, Recyclables and Compostables Collection Agreement (the "Agreement"), under which WM commenced providing services on June 1, 2012;

**WHEREAS**, on or about May 16, 2012, the Parties executed a First Amendment to the Agreement; and

**WHEREAS**, on or about September 10, 2012, the Parties executed a Second Amendment to the Agreement; and

**WHEREAS**, on or about June 10, 2019, the Parties executed a Third Amendment to the Agreement; and

**WHEREAS**, Section 1 of the Agreement provides that the Agreement's term is seven years, starting June 1, 2012, and expiring May 31, 2019; and

**WHEREAS**, Section 1 further provides that the City may, at its sole option, extend the agreement for up to three (3) extensions, each of which shall not exceed two (2) years in duration; and

**WHEREAS**, to exercise its option to extend the Agreement, Section 1 also provides that notice shall be given by the City to WM no less than ninety (90) days prior to the expiration of the Agreement's term or the expiration of a previous extension; and

**WHEREAS**, by letter dated February 22, 2019, the City provided notice, pursuant to Section 1 of the Agreement, of its exercise of the option for an extension of the Agreement for each of the three 2-year periods; and

**WHEREAS**, on August 26, 2019, the City Council confirmed and ratified the City's first 2-year extension of the Agreement, set to expire on May 31, 2021, and

**WHEREAS**, the City Council desires to ratify the second 2-year extension provided in Section 1 of the Agreement;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF  
THE CITY OF SNOQUALMIE AS FOLLOWS:**

Section 1. Exercise of Two-Year Extension of Agreement. The second, two-year extension of the Comprehensive Garbage, Recyclables and Compostables Collection Agreement between the City of Snoqualmie and Waste Management of Washington, Inc. ("the Agreement"), is hereby ratified and confirmed. The two-year extension will expire on May 31, 2023, unless the Agreement is further extended as provided for in the Agreement, Section 1.

**PASSED** by the City Council of the City of Snoqualmie, Washington, this \_\_\_\_\_ day of April, 2021.

\_\_\_\_\_  
Matthew Larson, Mayor

Attest:

---

Jodi Warren, MMC City Clerk

Approved as to form:

---

Bob C. Sterbank, City Attorney



**Snoqualmie Parks and Public Works**  
Daniel J. Marcinko, Director

PO Box 987  
Snoqualmie, WA 98065

Office: 425-831-4919  
Cell: 425-766-0565

[www.ci.snoqualmie.wa.us](http://www.ci.snoqualmie.wa.us)

February 22, 2019

**Via Certified Mail, Return-Receipt Requested**

Public Sector Services Director  
Waste Management of Washington Inc.  
720 4th Avenue, Suite 400  
Kirkland, WA 98033

Re: Notice of Option to Extend Comprehensive Garbage, Recyclables  
and Compostables Collection Agreement

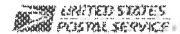
Dear Public Sector Services Director:

Pursuant to Section 1 of the Comprehensive Garbage, Recyclables and Compostables Collection Agreement between the City of Snoqualmie and Waste Management of Washington, Inc., dated November 2011, the City hereby gives notice of its option to extend the Agreement for an additional six years, with the renewal term starting June 1, 2019, and expiring May 31, 2025. Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Marcinko".

Daniel Marcinko  
Director of Public Works

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## Product Tracking & Reporting

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Commitments](#)[PTR / EDW](#)[USPS Corporate  
Accounts](#)

May 13, 2019

### USPS Tracking Intranet

#### Delivery Signature and Address



1. On 3/31/19, PTR changed the event description on all versions of the intranet tracking results for consistency. E.g., on the container results page, the U1 event was UNLOAD but now reflects ARRIVE USPS FACILITY. The change is for the description only.


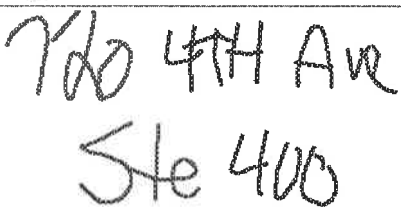
2. "Scheduled Delivery Date from the ISC" is incorrectly showing "by 8:00pm" on the Internet and Intranet tracking results page for international items. Until this is fixed on the page, please disregard the time of "by 8:00pm" and adhere to the correct commitment time of 3:00pm; deliveries/attempts after 3:00pm fail service.

Updated: 4/18/19

Tracking Number: 7017 0190 0001 0934 5089

This item was delivered on 02/26/2019 at 09:53:00

[< Return to Tracking Number View](#)

Signature	
Address	

Enter up to 35 items separated by commas.

Select Search Type: 

Product Tracking & Reporting, All Rights Reserved  
Version: 19.2.4.0.11



**WASTE MANAGEMENT**

720 4<sup>th</sup> Ave, Suite 400  
Kirkland WA 98033

March 18, 2019

Mr. Daniel Marcinko  
Director of Public Works  
City of Snoqualmie  
38625 SE Rover Street  
Snoqualmie, WA

Re: Letter of Understanding – Change in Defined List for Recyclables

Dear Mr. Marcinko:

The purpose of this Letter of Understanding ("LOU") is to modify language in the Comprehensive Garbage, Recyclables and Compostables Collection Agreement ("the Agreement") between the City of Snoqualmie and Waste Management of Washington, Inc.

Section 2.2.2.1 of the current agreement outlines the preparation requirements for Single-Family Residence Recyclables Collection. Both parties have agreed that bagged plastic bags will no longer be listed as an acceptable item in recyclables collection.

Therefore Section 2.2.2.1 the Agreement is hereby amended as follows (strikethrough notes a deletion):

Aluminum Cans:	All clean aluminum cans, pie "tins", and foil that are placed in the Recycling Cart.
Corrugated Cardboard:	All corrugated cardboard boxes smaller than three (3) feet square and placed in or next to the Customer's Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
Glass Containers:	All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
Mixed Paper:	All Mixed Paper
Motor Oil:	Up to three gallons of motor oil that is free from contaminants and placed in

	clear screw-top plastic jugs, labeled with the Customer's address and placed next to the Customer's Recycling Cart.
Newspaper:	All newspaper and advertising supplements that are delivered.
Coated paper:	All clean paper cups, milk cartons, other coated food packaging, and Tetra Paks/aseptic container placed in the Recycling Cart.
<del>Plastic Bags:</del>	<del>All clean dry plastic bags, (shopping, newspaper, and dry cleaning bags) bagged together and placed in the Recycling Cart.</del>
Plastic Containers:	All plastic bottles, cups, jugs, buckets, and tubs. Other plastics, automotive or other hazardous product Containers, and lids are excluded.
Other Plastic:	Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene and PET plastic soda and water bottles; cleaned plastic buckets such as 5-gallon pails; and clean Plant pots.
Polycoated Cartons and Boxes:	All plastic-coated cartons and boxes that are flattened.
Scrap Metal:	All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber and/or other contaminants; and meets the size requirements defined for Scrap Metals.
Tin Cans:	All food and beverage tin cans with labels removed.
Garbage Cans:	The Contractor shall also collect and recycle unwanted Garbage Cans from Customer. Customers shall label unwanted cans with a "Take" label and the Contractor shall collect those empty unwanted Garbage Cans on its Recycling collection route.

All other requirements as prescribed in this Section, and in the Agreement, shall continue.

By signing below, each of the City and Waste Management acknowledges its approval and acceptance of the terms of this LOU and acknowledges that this LOU: (a) creates a legally binding obligation upon the parties, (b) shall be governed and constructed in accordance with the laws of the State of Washington regardless of any conflict of law provisions, (c) sets forth the entire agreement between the City and WM with respect to the subject matter hereof (i.e., preparation requirements for motor oil and FOG curbside collection services) and supersedes all prior negotiations, representations, understandings and agreements with respect to the subject matter hereof, and (d) may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Sincerely,



Mindy Rostami  
Senior Manager, Strategic Contracting and Municipal Legal Affairs  
Waste Management of Washington, Inc.

Acknowledged and agreed upon by:

CITY OF SNOQUALMIE

WASTE MANAGEMENT OF  
WASHINGTON, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: President



## BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

**AB23-029**  
**February 27, 2023**  
**Consent Agenda**

### AGENDA BILL INFORMATION

<b>TITLE:</b>	AB22-029: Resolution No. XXXX Awarding a Public Works Contract to Fury Site Works, Inc. for The Williams Addition Water Main Replacement Project	<input type="checkbox"/> Discussion Only <input checked="" type="checkbox"/> Action Needed:
<b>RECOMMENDED ACTION:</b>	Adopt Resolution No. XXXX Awarding a Public Works Contract to Fury Site Works, Inc. for Construction of the Williams Addition Water Main Replacement Project	<input type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution

<b>DEPARTMENT:</b>	Parks & Public Works	
<b>STAFF:</b>	Patrick Fry, Project Engineer	
<b>COMMITTEE:</b>	Parks & Public Works	Meeting Date: 02/21/2023
<b>COUNCIL LIAISON:</b>	Bryan Holloway	Jo Johnson
<b>EXHIBITS:</b>	Ethan Benson 1. AB23-029x1a (Res. No. XXXX) 2. AB23-029x1b (Contract) 3. AB23-029x2 (Scope of Work) 4. AB23-029x3 (Bid Tab)	

<b>AMOUNT OF EXPENDITURE</b>	\$ 1,203,399.75
<b>AMOUNT BUDGETED</b>	\$ n/a
<b>APPROPRIATION REQUESTED</b>	\$ n/a

### SUMMARY

#### SUMMARY STATEMENT

This Agenda Bill seeks approval to award a public works contract to Fury Site Works, Inc. for the Williams Addition Water Main Replacement Project, and authorize the mayor to sign the contract. The water main replacement will replace the antiquated, undersized asbestos-concrete water main, which is a type of water pipe that experiences frequent failures leading to emergency repairs and disruptions of service. The replacement will bring the Williams Addition neighborhood up to current city and state water main standards, and alleviate the expensive disruptions of service that occur with A-C pipes at increasing frequency.

The Williams Addition Water Main Replacement Project was advertised to contractors for bid on January 10<sup>th</sup>, 2023 and was closed on January 31<sup>st</sup>, 2023. A total of 11 bids were received. The low bid came from Fury Site Works Inc. with a total of \$1,203,399.75 including tax.

Staff recommend awarding the public works contract for the Williams Addition Water Main Replacement Project to Fury Site Works, Inc. and authorize the mayor to sign.

## BACKGROUND

The City of Snoqualmie's 2023-2028 Capital Improvement Plan (CIP) identifies the need to replace existing water mains that have reached or exceeded their useful life with new ductile iron water mains. The Williams Addition water main, located in SE 85<sup>th</sup> Street, 381<sup>st</sup> Place SE, and 382<sup>nd</sup> Avenue SE, is the most pressing water main replacement need on the City Water system. The Asbestos-Concrete ("A-C") pipes originally installed in 1959 have outlived their intended lifespan, and are now failing at an unacceptable rate. Approximately 2,900 linear feet are planned to be replaced. The CIP budgeted a total of \$3,121,000 over the biennium, with costs starting in 2023.

Therefore, Parks and Public Works requests that the City Council adopt Resolution No. \_\_\_, awarding a public works contract to Fury Site Works, Inc. for the construction of the Williams Addition Water Main Replacement Project, and authorize the mayor to sign the construction contract attached as Exhibit A to the Resolution.

## BUDGET IMPACTS

Administration recommends approving a contract with Fury Site Works in the amount of \$1,203,400 to commence and complete the Williams Addition Water Main Replacement Project, which is a subproject of the larger Utility Main & Drainage Replacement Program. The 2023-24 Budget appropriates \$3,121,000 for this and other similar work through the Utility Main & Drainage Replacement Program within the Utilities Capital Fund (#417). Currently, \$445,015 is encumbered for contracts within the replacement program. With the addition of the Fury Site Works contract, the remaining Biennial Budget appropriation is \$1,472,585.

### Utility Main & Drainage System Replacement Program

	2023-2024 Biennial Budget
<b>Beginning Budget</b>	\$ 3,121,000
<b>Expenditures</b>	\$ -
<b>Outstanding Contract Value</b> <i>(Previously Approved)</i>	\$ (445,015)
<b>Current Available Budget</b>	\$ 2,675,985
<b>Value of this Contract</b> <i>(AB23-029)</i>	\$ (1,203,400)
<b>Available Budget after AB23-029</b>	\$ 1,472,585

## NEXT STEPS (FUTURE TASKS)

Following Council approval staff will work with the Mayor to execute the final contract agreement with Fury Site Works. Construction of the water main replacement will then commence, and be completed by Fall 2023.

## RECOMMENDED ACTION

Move to adopt Resolution No. XXXX Awarding a Public Works Contract to Fury Site Works, Inc. for construction of the Williams Addition Water Main Replacement Project, and authorize the Mayor to sign.

## RESOLUTION NO. XXXX

### A RESOLUTION OF THE CITY COUNCIL OF CITY OF SNOQUALMIE, WASHINGTON DETERMINING THE LOWEST RESPONSIBLE, RESPONSIVE BIDDER, AND AWARDING A PUBLIC WORKS CONTRACT TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH FURY SITE WORKS INC. FOR CONSTRUCTION OF THE WILLIAMS ADDITION WATER MAIN REPLACEMENT PROJECT

**WHEREAS**, pursuant to Ordinance No. 448 as codified in Snoqualmie Municipal Code Section 1.08.010, the City of Snoqualmie has adopted the classification of non-charter code city, retaining the mayor-council plan of government as provided for in Chapter 35A.12 RCW; and

**WHEREAS**, pursuant to RCW 35A.40.210, procedures for any public work or improvement for code cities shall be governed by RCW 35.23.352; and

**WHEREAS**, on January 10, 2023, the City advertised the Williams Addition Water Main Replacement Project (“the Project”) for bid, and eleven responsive bids were received; and

**WHEREAS**, the lowest responsive bid was from Fury Site Works, Inc. for \$1,203,399.75 including tax; and

**WHEREAS**, the City’s consultant team has checked references and otherwise determined that Fury Site Works, Inc. meets the mandatory bidder responsibility criteria established under RCW 39.04.350 and 39.06.020; and

**WHEREAS**, the City’s consulting engineer, TetraTech Inc., and the Parks and Public Works Director recommend award of this contract to Fury Site Works, Inc. as the lowest responsive, responsible bidder;

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SNOQUALMIE AS FOLLOWS:**

**Section 1. Determination of Lowest Responsive, Responsible Bidder.** Based on the foregoing recitals, which are hereby incorporated as findings of fact, Fury Site Works, Inc. is the lowest responsive, responsible bidder for the Williams Addition Water Main Replacement Project.

**Section 2. Award of Public Works Contract.** The contract for construction of the Williams Addition Water Main Replacement Project is hereby awarded to Fury Site Works, Inc. in accordance with its bid proposal.

**Section 3. Authorization for Contract Execution.** The Mayor is authorized to execute a contract with Fury Site Works, Inc. in substantially the form attached hereto as Exhibit A.

PASSED by the City Council of the City of Snoqualmie, Washington, this 27<sup>th</sup> day of February 2023.

---

Katherine Ross, Mayor

Attest:

---

Deana Dean, City Clerk

Approved as to form:

---

Bob C. Sterbank, City Attorney



## WILLIAMS ADDITION WATERMAIN REPLACEMENT

SECTION 00 05 00  
AGREEMENT

## WILLIAMS ADDITION WATERMAIN REPLACEMENT

THIS AGREEMENT is made on this [REDACTED], 2023 between the City of Snoqualmie ("City"), a municipal corporation located in the State of Washington and Fury Site Works, inc, ("Contractor").

In consideration of the terms and conditions contained in this Contract and the requirements attached to it, the parties agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work (the "Work"), all in full compliance with the contract documents entitled **Williams Addition Watermain Replacement**, which include this Agreement (Section 00 05 00); Contractor's executed Form of Bid and Bid Schedule (Section 00 03 00), executed Performance and Payment Bond (Section 00 04 20), executed Retainage Forms (Section 00 05 10); General Terms and Conditions (00 07 00), those portions of the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge and Municipal Construction, 2023 edition specifically incorporated by reference and/or modified herein, Technical Provisions, Appendices A and B, Addenda 1, and any project drawings or plans.
2. The City hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to do and cause to be done the above-described Work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said documents, including the schedule of estimated quantities, and unit and lump sum prices in the Form of Bid, the sum of \$ 1,203,399.75, subject to the actual quantity of Work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor hereby promises and agrees to diligently prosecute and obtain Substantial Completion of the Work within **105** working days (the "Contract Time"), and to obtain Physical Completion and Final Acceptance of the Work within the time and as specified in the Contract Documents. The Contractor agrees that Liquidated Damages shall be assessed in the amount of **\$3,000** per day for any failure to complete the Work within the Contract Time, for any failure to meet a Contract Milestone, and for any failure to achieve Physical Completion and Final Acceptance within the time and as required in the Contract Documents.
4. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. The City hereby appoints and the Contractor hereby accepts the Parks & Public Works Director, as the City's representative for the purpose of administering the provisions of this Contract, including the City's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor.
6. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.

7. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
8. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the City. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
9. The parties intend that an independent Contractor-City relationship will be created by this Contract. The City is interested only in the results to be achieved, and the implementation of the work will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City for any purpose. Employees of the Contractor are not entitled to any of the benefits the City provides for City employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the City and shall be subject to the general rights of inspection and review to secure the satisfactory completion thereof.
10. The Contractor agrees and covenants to indemnify, defend, and save harmless, the City and those persons who were, now are, or shall be duly elected or appointed officials or employees thereof, hereinafter referred to as the "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City. In the event the City is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the City's legal fees, costs and disbursements incurred in establishing the right to indemnification. If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence. The Contractor expressly waives, as respects the City only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW, or other workers compensation act, disability act, or other employees benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim. BY INITIALING BELOW THE OWNER AND CONTRACTOR CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.
11. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement

CITY OF SNOQUALMIE  
WILLIAMS ADDITION WATERMAIN REPLACEMENT

Item 3.

of this contract or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in King County, Washington.

12. The failure of the City to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such obligation, or any other covenants or agreements, but the same shall be and remain in full force and effect.
13. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
14. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
15. The Contractor shall fully comply with all applicable state and federal employment and discrimination laws and regulations. IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

CITY OF SNOQUALMIE ("CITY")

FURY SITE WORKS, INC

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name: Katherine Ross \_\_\_\_\_

Typed Name \_\_\_\_\_

Its: Mayor \_\_\_\_\_

Its \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

WA Contractor's License No. \_\_\_\_\_



# **Williams Addition WaterMain Replacement**

**February 22<sup>nd</sup>, 2023**

**Parks & Public Works**

# Corridor Overview – 384<sup>th</sup> Ave

- Existing AC watermain and is crumbling.
- 4 main breaks in the past 6 months.
- Breaks cause disruptions of service and emergency response from staff at any hour
- Decommission antiquated asbestos concrete water main





# Scope Overview – Williams Addition



- Installing new 8" and 6" ductile iron watermain
- Install additional fire hydrant for improved emergency access
- Install 53 Service (Single Family Homes) Connections
- Construction Summer – Fall 2023

CITY OF SNOQUALMIE  
WILLIAMS ADDITION WATERMAIN REPLACEMENT

## BID SCHEDULES

### Williams Addition Watermain Replacement

NOTES: Unit prices for all bid items, all extensions, and the total amount bid must be shown.  
All entries must be typed or entered in ink.

Schedule A Items Sales Tax Exempt (see Section 00 01 00, 2.03 for information)

Item No.	Reference	Description	Unit	Quantity	Unit Price	Total Amount
1	1-09.7	Mobilization (Limited to 10 Percent of Other Schedule A and Schedule B Bid Items)	LS	1	24843.89	24843.89
2	1-05.4(3)	Construction Surveying	LS	1	6258.05	6258.05
3	1-05.6	Laboratory and Field Testing for HMA and Aggregate Acceptance	LS	1	10759.21	10759.21
4	1-10.5(1)	Project Temporary Traffic Control	LS	1	35044.15	35044.15
5	5-04.5	HMA Class 1/2-inch, PG 58H-22 for Trench Patch	TON	1000	0.12	120.00
6	5-04.5	HMA Class 1/2-inch, PG 58H-22 for Asphalt Overlay	TON	1000	143.70	143700.00
7	8-13.5	Removal and Replacement of Survey Monument	EA	3	3539.25	10617.75
8	8-21.5	Permanent Signing	LS	1	4056.14	4056.14
9	8-22.5	Paint Line	LF	25	13.91	347.75
10	8-22.5	Stop Line	LF	25	17.38	434.50
11	8-23.5	Temporary Pavement Markings	LS	1	579.45	579.45
<b>Schedule A Total (Excluding Sales Tax)</b>						<b>236760.89</b>

**CITY OF SNOQUALMIE  
WILLIAMS ADDITION WATERMAIN REPLACEMENT**

Schedule B – Items Not Sales Tax Exempt (see Section 00 01 00, 2.03 for information)

Item No.	Reference	Description	Unit	Quantity	Unit Price	Total Amount
1	1-04.4(1)	Minor Changes	FA	1	100,000	100,000.00
2	1-05.18	Record Drawings (Minimum Bid \$5,000)	LS	1	5000.00	5000.00
3	1-07.28	Additional Potholing	EA	5	641.72	3208.60
4	2-02.5	Sawcutting	LF	15,000	0.48	7200.00
5	2-09.5	Shoring and Trench Safety Systems	LF	4,500	0.43	1935.00
6	2-09.5	Shoring and Trench Safety Systems for Foundation Improvement	LF	4,500	1.07	4815.00
7	7-09.5	8-inch Water Main, CL 50 Ductile Iron, With Fittings	LF	1,780	164.73	293219.40
8	7-09.5	6-inch Water Main, Restrained Joint, CL 50 Ductile Iron, With Fittings	LF	10	216.19	2161.90
9	7-09.5	8-inch Water Main, Restrained Joint, CL 50 Ductile Iron, With Fittings	LF	1,130	184.51	208496.30
10	7-09.5	Additional Ductile Iron Fittings and Joint Restraints	LB	2,000	0.06	120.00
11	7-09.5	Connection to Existing Water Main	EA	2	8432.30	16864.60
12	7-09.5	Foundation Improvement for Water Main	TON	800	24.40	19520.00
13	7-09.5	Controlled Density Fill (CDF) for Water Trench Backfill	TON	5	366.40	1832.00
14	7-12.5	8-inch Gate Valve Assembly	EA	12	2107.03	25284.36
15	7-12.5	2-inch Blow Off Assembly	EA	2	4349.39	8698.78
16	7-14.5	Fire Hydrant Assembly	EA	6	8211.90	49271.40
17	7-15.5	Water Service Connection, 1-inch	EA	53	2131.28	112957.84
18	7-15.5	Water Service Stub Out, 1-inch	EA	4	1459.84	5839.36
19	7-20.5	Abandoning Existing AC Water Main System	LS	1	5403.53	5403.53
20	8-01.5	Erosion/Water Pollution Control	LS	1	10033.93	10033.93
21	8-02.5	Property Restoration	LS	1	5776.99	5776.99
<b>Schedule B Total (Excluding Sales Tax)</b>						<b>887638.99</b>

F. We agree that, if we are awarded this Contract, we will be entitled to payment only for actual unit quantities performed. The above unit prices are to be utilized during construction to increase or decrease the total contract amount as construction conditions warrant.





# BUSINESS OF THE CITY COUNCIL CITY OF SNOQUALMIE

AB23-030  
February 27, 2023  
Committee Report

Item 4.

## AGENDA BILL INFORMATION

<b>TITLE:</b>	Amendment No. 2 with RH2 Engineering for Utility System Plans Updates	<input type="checkbox"/> Discussion Only
<b>PROPOSED ACTION:</b>	Approve Amendment No. 2 to the Professional Services Agreement with RH2 Engineers	<input checked="" type="checkbox"/> Action Needed: <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution

<b>REVIEW:</b>	Department Director/Peer	Mike Chambless	2/7/2023
	Finance	Drew Bouta	Click or tap to enter a date.
	Legal	Anna Astrakhan	2/7/2023
	City Administrator	Mike Sauerwein	Click or tap to enter a date.

<b>DEPARTMENT:</b>	Parks & Public Works		
<b>STAFF:</b>	Jeff Hamlin		
<b>COMMITTEE:</b>	Parks & Public Works	<b>COMMITTEE DATE:</b> February 22, 2023	
<b>MEMBERS:</b>	Ethan Benson	Bryan Holloway	Jo Johnson
<b>EXHIBITS:</b>	1. X1 Contract Routing Sheet 2. X2 Amendment No 2 RH2 Utility Plans 3. X3 Contract_Exhibits Only_Amendment No. 2 4. X4 Contract_PSA_Exhibits Only 5. X5 Contract_Amendment No 1 6. X6 Certificate of Insurance 7. X7 Business License RH2		

<b>AMOUNT OF EXPENDITURE</b>	\$ 92,579
<b>AMOUNT BUDGETED</b>	\$ 9,716,844
<b>APPROPRIATION REQUESTED</b>	\$ 92,579

## SUMMARY

### INTRODUCTION

This agenda bill seeks a second amendment to the Professional Services Agreement with RH2 for additional planning and engineering services associated with the Utility System Plans.

### LEGISLATIVE HISTORY

The original Professional Services Agreement (PSA) with RH2 Engineering was executed on April 25, 2018 (AB18-037) to provide planning and engineering services related to updating the Utility System Plans for Water, Wastewater, and Stormwater utilities. The PSA contract was amended

(Amendment No. 1) on October 26, 2020 for additional services to address emergent agency requirements for Risk and Resiliency Plans and Emergency Response Planning.

## **BACKGROUND**

The Professional Services Agreement to update the Utility System plans included updates to the Water System Plan (WSP), the General Sewer Plan (GSP), and the Stormwater Comprehensive Plan. Plan updates have proceeded slowly due to various uncertainties surrounding major developments within the utility service areas, including the Mill Site Development, the Snoqualmie Casino Expansion, the Salish Development, and growth mandates related to the Growth Management Act.

## **ANALYSIS**

The Scope of Work for additional services describes tasks necessary to address agency review comments and other tasks to finalize the Utility Plan updates, including the following:

- Address review comments received from the Washington State Departments of Health (DOH) and Ecology, King County, the Snoqualmie Tribe (Tribe), and other agencies.
- Coordinate with the City's financial consultant to provide technical support for the utility rate study and revise the Capital Improvement Programs as necessary to meet the financial goals of the study.
- Update the City's Certificate of Water Availability (CWA) form for consistency with the water system capacity and fire flow calculations in the WSP and to address the current needs of the City for CWA issuance.
- Perform wastewater system analyses for the additional flow and load from the proposed Snoqualmie Casino (Casino) expansion, including evaluation of the collection system and solids handling system, and preparation of a technical memorandum summarizing the results.
- Provide support to the City regarding modifications to its wastewater agreement with the Tribe.
- Update the City's GSP to include the Casino expansion.

Amendment No. 2 also includes a time extension for the contract through August 31, 2023. The time extension is needed to accommodate the revised project schedule to respond to agency review comments and receive final approval.

## **BUDGET IMPACTS**

Administration recommends approval of Amendment No. 2 with RH2 Engineering in the amount of \$92,579 to provide planning and engineering services relating to updating the Utility System Plan. The City budgeted \$3,621,348 for services within Water Operations, \$4,086,875 for services within Sewer Operations, and \$2,008,621 for services within Stormwater Operations over the Biennium. During the current Biennium, \$201,823 has been incurred in the three funds, with amounts broken out by fund in the table below. The total contract value of \$92,579 is also broken out by fund in the table. The City will have a remaining budget of \$3,534,796 in Water, \$3,922,810 in Sewer, and \$1,964,837 in Stormwater for the 2023-2024 biennium subsequent to the approval of the agreement with RH2. Sufficient appropriation exists within the current 2023-2024 Biennial Budget for Water Operations (Fund #401), Sewer Operations (Fund #402), and Stormwater Operations (Fund #403) to fund the agreement.

## Utility System Plan

	2023-2024 Biennial Budget			
	Water Services	Sewer Services	Stormwater Services	Total
Beginning Budget	\$ 3,621,348	\$ 4,086,875	\$2,008,621	\$ 9,716,844
Expenditures	\$ 54,817	\$ 108,108	\$ 38,897	\$ 201,823
Current Available Budget	\$ 3,566,531	\$ 3,978,767	\$1,969,724	\$ 9,515,021
				\$ -
Value of this Contract (AB23-030)	\$ 31,735	\$ 55,957	\$ 4,887	\$ 92,579
Available Budget after AB23-030	\$ 3,534,796	\$ 3,922,810	\$1,964,837	\$ 9,422,442

## NEXT STEPS

Completion of the scope items listed above will be the final step in finalizing the Utility System Plans.

## PROPOSED ACTION

Move to approve Amendment No. 2 to the Professional Services Agreement with RH2 Engineering for Utility System Plan updates.



# CITY OF SNOQUALMIE CONTRACT ROUTING SHEET

Item 4.

## ORIGINATING DEPARTMENT INFO

Contract Name: Amendment No. 2 – Combined Utility System Plans

Department: Parks & Public Works

Staff Person: Jeff Hamlin

Date of Request: 2/1/23

Date Due: 3/1/23

**Contract No: 23-021**

## DOCUMENT TYPE

Contract Amendment

If other:

## CONTRACTOR / VENDOR / CONSULTANT INFO

Name: RH2 Engineering, Inc

Address: 22722 29<sup>th</sup> Drive SE, Suite 210, Bothell, WA 98021

Phone: 425-951-5401

Type of Person or Entity Corporation:

State where entity formed: WA

Debarred or Suspended: ☐ Yes ☒ No

Signature name: Michele Campbell, Principal Contractor Email: [MCampbell@rh2.com](mailto:MCampbell@rh2.com) (A valid Email is required for [L&I Tracking](#))

Tax ID#: 91-1108443

[Snoqualmie Business Lic. #](#): 112536

If none, date when application submitted:

Non Profit: ☐ Yes ☒ No

Completed W9 ☒ Yes ☐ No

## PROJECT TITLE (if relevant)

Project Phase: Analysis

## SCOPE OF WORK - EXHIBIT A

- ☒ Attach a complete and detailed description of the services or scope of work, including completion date for each phase of work and location of work as EXHIBIT A to the contract. Additional exhibits may apply and should be included as needed.

## TERM/COMPENSATION

Commencement Date 3/1/23

Completion Date: 8/31/23

Contract Extension: ☒ Yes ☐ No

Total Compensation: \$92,579.00

Not to Exceed: \$92,579.00

(Include expenses and [sales tax](#), if any. If calculated on hourly labor charge, attach schedules of employees' titles and hourly rates)

Reimbursable Expenses: ☐ Yes ☒ No If yes, maximum dollar amount: \$

Certificate of Insurance Required: ☒ Yes ☐ No (If yes, certificate must be attached before agreement is signed)

## PURCHASING & CONTRACTING REQUIREMENTS (see [Snoqualmie Municipal Code \(SMC\) §2.90 Contracts](#))

Procurement Category: Architectural, Engineering (A&E)

Selection Process/Procedure Used: Request for Qualifications (RFQ)

Approval Authority (Two approvers required): ☐ Staff ☐ Manager ☐ Director ☒ Mayor or City Admin. ☒ City Council

## CONTRACT ROUTING & APPROVALS (INITIALED & DATED BY APPROVER)

Date Approved by City Council, if required:

- ☒ Director Name: Mike Chambless
- ☐ Finance (Drew Bouta)
- ☒ City Attorney:

## SIGNATURES COLLECTED

- ☐ Manager (if required):  
☐ Director (if required):  
☐ Mayor or City Administrator (if required):

## ACCOUNTING INFORMATION / OTHER NOTES

Applicable Account Codes & Descriptions:

- ☐ Signed Copy Back to Originating Department  
☐ Forward Original to Deb Estrada, City Clerk  
☐ Forward Original to Reina McCauley, Deputy City Clerk



CITY OF SNOQUALMIE  
CONTRACT ROUTING SHEET

Item 4.

**CITY OF SNOQUALMIE**  
**AGREEMENT FOR CONSULTANT SERVICES**  
**Amendment No. 2**  
**Water, Sewer, and Stormwater Utility Plans**

**WHEREAS**, the City of Snoqualmie (“City”) entered into an agreement (“Agreement”) with RH2 Engineering Inc. (“RH2” or “Consultant”) on April 25, 2018, which provided for Consultant to perform updates to the City’s Water System Plan (WSP), General Sewer and Wastewater Facilities Plan (GSP), and Stormwater System Plan (SWP); and

**WHEREAS**, the Agreement was amended on October 26, 2020 (“Amendment No. 1”); and

**WHEREAS**, the City has requested RH2 to provide additional services required to complete the Water, Sewer, and Stormwater Utility Plans, including addressing review comments received from state agencies and the Snoqualmie Tribe, coordinating with the City’s financial consultants on a utility rate study, updating the City’s Certificate of Water Availability form, performing additional wastewater system analyses, and other related work; and

**WHEREAS**, RH2 has the necessary skills and capability to complete this work;

**NOW, THEREFORE**, the parties herein do mutually agree as follows:

**Section 1. Scope of Work Amended.** Section 1(A) of the Agreement is hereby amended to add the additional tasks set forth in the Scope of Work attached as Exhibit A to this Amendment No. 2.

**Section 2. Period of Service Amended.** Section 1(C) of the Agreement is hereby amended to extend the completion date to August 31, 2023.

**Section 3. Compensation Amended.** Section 2(A) of the Agreement is hereby amended to increase the total compensation to be paid to Consultant for the work to \$1,037,102. This includes the compensation under the Agreement (\$788,809), First Amendment (\$155,714) and the present Second Amendment (\$92,579).

<p>CITY OF SNOQUALMIE, WASHINGTON</p> <p>By: _____ Its: Mayor</p> <p>Date: _____</p>	<p>CONSULTANT – RH2.</p> <p>By: _____</p> <p>Typed/Printed Name: _____</p> <p>Its: _____</p> <p>Date: _____</p>
--	---

ATTEST:	
Deana Dean, City Clerk Date:	
APPROVED AS TO FORM:	

Anna Astrakhan, Assistant City Attorney  
Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**  
**Amendment No. 2**  
**City of Snoqualmie**  
**Water System Plan, General Sewer and Wastewater Facilities Plan, and**  
**Stormwater System Plan Updates**  
**Agency Review Revisions and Casino Expansion Wastewater Assistance**  
December 2022

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## **Background**

RH2 Engineering, Inc., (RH2) was retained by the City of Snoqualmie (City) to update the City's Water System Plan (WSP), General Sewer and Wastewater Facilities Plan (GSP), and Stormwater System Plan (SWP). These documents are together referred to as the Utility Plans. The Utility Plan updates evaluate the ability of the City's utility systems to meet the needs of existing and projected future customers throughout the 20-year planning period.

This Scope of Work describes tasks necessary to address agency review comments and other tasks to finalize the Utility Plan updates, including the following:

- Address review comments received from the Washington State Departments of Health (DOH) and Ecology, King County, the Snoqualmie Tribe (Tribe), and other agencies.
- Coordinate with the City's financial consultant to provide technical support for the utility rate study and revise the Capital Improvement Programs as necessary to meet the financial goals of the study.
- Update the City's Certificate of Water Availability (CWA) form for consistency with the water system capacity and fire flow calculations in the WSP and to address the current needs of the City for CWA issuance.
- Perform wastewater system analyses for the additional flow and load from the proposed Snoqualmie Casino (Casino) expansion, including evaluation of the collection system and solids handling system, and preparation of a technical memorandum summarizing the results.
- Provide support to the City regarding modifications to its wastewater agreement with the Tribe.
- Update the City's GSP to include the Casino expansion.

Amendment No. 2 also includes a time extension for the contract through August 31, 2023. The time extension is needed to accommodate the revised project schedule to respond to agency review comments and receive final approval.



**Assumptions:**

- *RH2 will rely on the accuracy and completeness of any information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*

**Task 7 – Revise and Finalize WSP and Update CWA**

**Objective:** Revise the WSP per City, DOH, Ecology, King County, Tribe, and other agency/adjacent water system comments. Assist the City with updating the Certificate of Water Availability form.

**Approach:**

- 7.1 Provide technical assistance to the City's financial consultant for the utility rate study and revise the Capital Improvement Program to meet the financial goals of the study.
- 7.2 Revise the WSP to address review comments provided by DOH and Ecology.
- 7.3 Revise the WSP to address review comments provided by King County and attend Utilities Technical Review Committee meeting.
- 7.4 Coordinate with the City to revise the WSP in response to review comments provided by the Tribe.
- 7.5 Revise the WSP to address other review comments (City of North Bend, Washington Water Service/Walter Walker, City of Snoqualmie operators).
- 7.6 Prepare response letters to DOH, King County, Ecology, the Tribe, and Washington Water Service that summarize how each comment was addressed and the location of the associated responses in the WSP.
- 7.7 Prepare final WSP document in electronic PDF and provide hard copy insertion pages of the final WSP. Transmit the final WSP to the agencies and two (2) hard copies of the complete WSP to the City.
- 7.8 Coordinate with the City to confirm the specific utility needs and Washington State requirements for the updated CWA form. Recommend revisions to the form for consistency with the WSP water system capacity and fire flow calculations. Prepare a revised CWA form for City use.

**Provided by City:**

- Updated coliform monitoring plan sample locations per DOH comment.
- Responses to DOH operations and maintenance and construction standards comments Nos. 9, 10, 11, and 12.
- Assistance in responding to King County comments regarding population projections, extension priority, and potential interties.
- Assistance in developing responses to Tribe concerns and recommendations.

**RH2 Deliverables:**

- Response letters to DOH, King County, Ecology, the Tribe, and Washington Water Service in electronic PDF.
- Hard copy insertion pages for the final WSP transmitted to each review agency.
- Final WSP in electronic PDF.
- Two (2) hard copies of the WSP transmitted to the City.

**Task 8 – Revise and Finalize GSP**

**Objective:** Revise the GSP per Ecology and King County comments. Provide responses to Tribe comments.

**Approach:**

- 8.1 Provide technical assistance to the City's financial consultant for the utility rate study and revise the Capital Improvement Program to meet the financial goals of the study.
- 8.2 Revise the GSP to address review comments provided by Ecology.
- 8.3 Revise the GSP to address review comments provided by King County and attend Utilities Technical Review Committee meeting.
- 8.4 Coordinate with the City to provide responses to review comments provided by the Tribe.
- 8.5 Prepare response letters to Ecology and King County that summarize how each comment was addressed and the location of the associated responses in the GSP.
- 8.6 Prepare final GSP document in electronic PDF and provide hard copy insertion pages of the final GSP. Transmit the final GSP to the agencies and two (2) hard copies of the complete GSP to the City.

**Assumptions:**

- *The City will take the lead in responding to comments from the Tribe.*

**Provided by City:**

- Assistance in responding to Ecology's and King County's comments.
- Lead development of responses to Tribe concerns and recommendations.

**RH2 Deliverables:**

- Response letters to Ecology and King County in electronic PDF.
- Hard copy insertion pages for the final GSP transmitted to each review agency.
- Final GSP in electronic PDF.
- Two (2) hard copies of the GSP transmitted to the City.

## Task 9 – Finalize Stormwater System Plan

**Objective:** Prepare final SWP document.

**Approach:**

- 9.1 Prepare final SWP in electronic PDF and provide two (2) hard copies of the full SWP to the City.

**RH2 Deliverables:**

- Final SWP in electronic PDF.
- Two (2) hard copies of the SWP transmitted to the City.

## Task 10 – Wastewater Agreement Modifications and Wastewater System Analyses for Casino Expansion

**Objective:** Update flow and loading projections to include the proposed Casino expansion. Evaluate wastewater collection system and treatment capacities for the Casino expansion. Prepare a technical memorandum summarizing the results. Update the City's GSP with the Casino expansion analyses.

**Approach:**

- 10.1 Review flow and loading projections from the Casino for the Casino expansion. Update the 20-year flow and loading projections and analyses from the GSP to include the Casino expansion.
- 10.2 Evaluate collection system capacity with the Casino expansion via hydraulic modeling. Identify collection system improvements needed to accommodate the Casino expansion.
- 10.3 Evaluate Water Reclamation Facility (WRF) and solids handling system capacity with the Casino expansion. Identify WRF improvements needed to accommodate the Casino expansion.
- 10.4 Prepare a technical memorandum that summarizes the results of the analyses performed in subtasks 10.1, 10.2, and 10.3.
- 10.5 Meet with Casino and City representatives, as needed, regarding the evaluations performed in subtasks 10.1, 10.2, and 10.3. Prepare meeting agendas.
- 10.6 Assist the City with negotiating wastewater agreement modifications with the Tribe.
- 10.7 Update the City's Draft GSP to include the proposed Casino expansion.

**Provided by the City:**

- Flow and loading projections from the Tribe for the Casino.
- Attendance at meetings.

**RH2 Deliverables:**

- Updated 20-year flow and loading projections that include the Casino expansion.
- Technical memorandum summarizing analyses in electronic PDF.
- Attendance at review meeting. Agenda and minutes from review meeting in electronic PDF.
- Updated GSP that includes the proposed Casino expansion. At a minimum, the following will be updated to include for the Casino expansion:
  - 20-year flow and loading projections.
  - Collection system capacity evaluations.
  - WRF and solids handling system capacity evaluations.
- Capital Improvement Program, as needed.

**EXHIBIT B**

Fee Estimate

City of Snoqualmie

Amendment No. 2

Water System Plan, General Sewer and Wastewater Facilities Plan, and Stormwater System Plan Updates

Agency Review Revisions and Casino Expansion Wastewater Assistance

Dec-22

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 7	Revise and Finalize WSP and Update CWA	134	\$ 27,900	\$ -	\$ 3,835	\$ 31,735
Task 8	Revise and Finalize GSP	90	\$ 17,834	\$ -	\$ 2,003	\$ 19,837
Task 9	Finalize Stormwater System Plan	10	\$ 1,646	\$ 2,300	\$ 941	\$ 4,887
Task 10	Wastewater Agreement Modifications and Wastewater System Analyses for Casino Expansion	158	\$ 35,024	\$ -	\$ 1,096	\$ 36,120
AMENDMENT TOTAL		392	\$ 82,404	\$ 2,300	\$ 7,875	\$ 92,579

<b>EXHIBIT C</b> <b>RH2 ENGINEERING, INC.</b> <b>2022 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$152	\$/hr
Professional II	\$168	\$/hr
Professional III	\$182	\$/hr
Professional IV	\$199	\$/hr
Professional V	\$214	\$/hr
Professional VI	\$227	\$/hr
Professional VII	\$243	\$/hr
Professional VIII	\$255	\$/hr
Professional IX	\$255	\$/hr
Control Specialist I	\$139	\$/hr
Control Specialist II	\$152	\$/hr
Control Specialist III	\$166	\$/hr
Control Specialist IV	\$180	\$/hr
Control Specialist V	\$192	\$/hr
Control Specialist VI	\$207	\$/hr
Control Specialist VII	\$220	\$/hr
Control Specialist VIII	\$231	\$/hr
Technician I	\$116	\$/hr
Technician II	\$126	\$/hr
Technician III	\$144	\$/hr
Technician IV	\$155	\$/hr
Technician V	\$169	\$/hr
Technician VI	\$186	\$/hr
Technician VII	\$202	\$/hr
Technician VIII	\$212	\$/hr
Administrative I	\$75	\$/hr
Administrative II	\$90	\$/hr
Administrative III	\$107	\$/hr
Administrative IV	\$126	\$/hr
Administrative V	\$145	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	Mileage	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

**EXHIBIT A**  
**Scope of Work**  
**City of Snoqualmie**  
**Water System Plan, General Sewer and Wastewater**  
**Facilities Plan, and Stormwater System Plan Updates**  
 February 2018

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## **Background**

The City of Snoqualmie (City) is a municipal corporation that is responsible for providing sanitary sewer, water, and stormwater service to its service areas within east King County. The City provides services to areas within the City limits and areas of unincorporated King County, as well as Tribal sovereign land.

This Scope of Work includes tasks necessary to update the City's Water System Plan (WSP), General Sewer and Wastewater Facilities Plan (GSP), and the Stormwater System Plan (SWP). The plan updates will evaluate the ability of the City's utility systems to meet the needs of existing and currently projected future customers throughout the 20-year planning period.

Available resources from the previous planning work will be utilized to reduce the level of effort necessary for these utility plan updates. Attached as **Exhibit B** is a list of data to be provided by the City prior to commencement of the activities contained in this Scope of Work. RH2 Engineering, Inc., (RH2) will use and rely upon the data, information, and materials prepared or provided by the City or others. It is anticipated that all three utility plans will be completed concurrently. Efficiencies related to these joint planning efforts are reflected in the Scope of Work and Fee Estimate. Unless otherwise noted, deliverables will be provided in electronic format.

Deliverables will be provided in MS Word, PDF, and Geographical Information System (GIS) format as appropriate and requested by the City.

## **TASKS FOR COORDINATING ALL UTILITY PLANS**

### **Task 1 – COORDINATING ALL UTILITY PLANS**

#### **Task 1.1 – Project/Team Management**

**Objective:** Manage the RH2 project team, files, and records. Monitor the scope and budget.

**Approach:**

- 1.1.1 Prepare, monitor, and update the project schedule on a monthly basis.
- 1.1.2 Review work performed for consistency with this Scope of Work, monitor budget, prepare monthly invoices, and provide City staff with monthly briefing via email for the eighteen (18)-month schedule.
- 1.1.3 Maintain project records.
- 1.1.4 Manage the utility planning team and subconsultants. Prepare and execute subconsultant contracts.

**RH2 Deliverables:**

- Invoice documenting monthly progress of work completed and earned value compared to contract value.
- Project records maintained and filed.
- Utility planning team and subconsultant coordination.

**Task 1.2 – Agency Coordination**

**Objective:** Coordinate with the Washington State Department of Health (DOH), the Washington State Department of Ecology (Ecology), King County (County), and Tribes during the development of the utility plans.

**Approach:**

- 1.2.1 Attend a project kick-off meeting with the City for each utility plan to be updated. *It is assumed that three (3) RH2 or NHC staff will attend each utility plan meeting.*
- 1.2.2 Coordinate and attend a WSP pre-planning conference with City, County, and DOH staff. *It is assumed that two (2) RH2 staff will attend this meeting.*
- 1.2.3 Coordinate and attend a GSP pre-planning conference with City and Ecology staff. *It is assumed that three (3) RH2 staff will attend this meeting.*
- 1.2.4 Provide coordination with DOH, Ecology, the County, and Tribes. *This task is assumed to be limited to a total of sixteen (16) hours for phone calls and email correspondence with stakeholders.*

**RH2 Deliverables:**

- Attendance at the project kick-off meeting with the City for each utility plan.
- Coordination and scheduling for pre-planning conferences with the County, DOH, and Ecology.
- Coordination with DOH, Ecology, the County, and Tribes.
- Meetings minutes for kick-off meeting and pre-planning conferences to be provided via email to meeting participants.

**Task 1.3 – Data Collection and System Inventories**

**Objective:** Assist the City in collecting data and inventories for the water, sewer, and stormwater system planning process. Review the data and inventories for use in developing the plans.

**Approach:**

- 1.3.1 Prepare and submit the list of data and mapping needs for each utility (**Exhibit B**).
- 1.3.2 Review data and maps provided by the City and develop an inventory of each utility for use during the plan updates.
- 1.3.3 Coordinate with City staff during the data collection process for each utility.
- 1.3.4 Based on review of records, field investigations, and discussions with City maintenance staff, determine if there are areas of the existing utility systems with critical data gaps that require field survey, video inspection, or other investigations.



**Assumptions:**

- *The City will provide data and maps requested in the **Exhibit B** data request within ten (10) weeks of contract execution.*
- *The City will provide additional investigations and/or video inspection of utility systems if required.*

**RH2 Deliverables:**

- Compilation and review of data and maps provided by the City.

**Task 1.4 – Land Use and Population**

**Objective:** Review planning-related documents and develop population projections to identify their impacts on the City’s water, sewer, and stormwater systems.

**Approach:**

- 1.4.1 Prepare and review an inventory of related plans to provide a summary of the impacts or constraints on the utility systems for the County’s Comprehensive Plan Land Use Elements, the *King County Coordinated Water System Plan*, the City’s *Comprehensive Plan*, and the Growth Management Act (GMA).
- 1.4.2 Complete DOH’s Consistency Statement Checklist for each planning agency that the WSP must be consistent with, including local and county planning jurisdictions.
- 1.4.3 Identify existing and projected future land use patterns in and adjacent to the City and their impacts on existing and proposed future facilities. Specifically, identify the impacts to water sources for the water system and proposed large development projects.
- 1.4.4 Identify current and projected housing trends and household sizes within the City’s service areas based on available information and population data from City staff.
- 1.4.5 Develop a table of 10-year and 20-year population projections for both the City and utility service areas that comply with the GMA.
- 1.4.6 Meet with the City to confirm future land use condition and impervious area assumptions.
- 1.4.7 Prepare a color figure of the City’s land use for use in each utility plan.

**RH2 Deliverables:**

- Consistency Statement Checklists for planning agencies.
- Land use and population text and color figure for use in the associated chapter of each utility plan.
- One (1) meeting to confirm future land use condition and impervious area assumptions.

**Task 2 – WATER SYSTEM PLAN**

The following tasks are specific to the WSP update.

**Task 2.1 – Introduction and Existing System Description**

**Objective:** Provide a description of each component of the existing water system.

**Approach:**

- 2.1.1 Prepare a description of the water system, ownership, and management. Include the system type, system identification number, address, and contact person.
- 2.1.2 Prepare a description of the authorization and purpose of the WSP.
- 2.1.3 Prepare a summary of the WSP contents.
- 2.1.4 Prepare a list of definition of terms and a list of abbreviations used in the WSP.
- 2.1.5 Review previous plans, existing system information and data, and facility as-builts.
- 2.1.6 Visit each facility with City staff to collect field information, observe equipment layouts and existing conditions, and obtain maintenance staff input/complaints regarding the existing water system.
- 2.1.7 Provide a brief overview of the history of the water system using information from the previous WSP and historical summaries compiled and provided by the City. Include the current numbers of existing and approved service connections.
- 2.1.8 Describe the physical characteristics of the existing water service area and its effects on water system planning, including topography, geology, and sensitive areas and flood zones.
- 2.1.9 Describe the City's existing and planned future service areas, including the Urban Growth Area, retail water service area, and water service agreements.
- 2.1.10 Summarize the Satellite Management Agency program, its potential impacts on the City, and the City's policy toward satellite management.
- 2.1.11 Prepare a brief overview of the operation of the existing water system.
- 2.1.12 Prepare a description of each pressure zone and the existing facilities, including sources of supply, pressure reducing stations, booster pump stations, pipelines, reservoirs, interties, and the telemetry and supervisory control system.
- 2.1.13 Prepare a table of water main inventory that includes total lengths, diameters, materials, and age based on available data.
- 2.1.14 Review adjacent water systems and provide a brief description of the adjacent water systems and the potential for emergency interties.
- 2.1.15 Prepare color figures of the following.
  - Existing Water System
  - Existing System Hydraulic Profile
  - Service Area and Adjacent Systems

**RH2 Deliverables:**

- Descriptions and figures of existing system components for City review and comment.
- Attendance at one (1) facility visit with City staff.
- Color figures of the Existing Water System, Existing System Hydraulic Profile, and Service Area and Adjacent Systems.

## Task 2.2 – Water Demands

**Objective:** Review historical water use and forecast projected water demands of the system.

**Approach:**

- 2.2.1 Identify criteria and procedures to be used for issuing Certificates of Water Availability in accordance with the GMA.
- 2.2.2 Tabulate monthly totals of metered consumption for each customer class and the average number of accounts in service for each year from 2011 through 2016 based on available information provided by the City. Identify the seasonal variations in consumption for each customer class.
- 2.2.3 Tabulate ten (10) to twenty (20) of the largest water users and the total water use of each for the year 2016.
- 2.2.4 Tabulate monthly and yearly totals of water supply from each supply facility from 2003 through 2016.
- 2.2.5 Calculate per capita demands based on the average day demand (ADD) and water system population data from 2011 through 2016.
- 2.2.6 Calculate the number of equivalent residential units (ERUs) within the system based on the water consumption and supply data.
- 2.2.7 Review the total amount of distribution system leakage from 2011 through 2016 and coordinate with the City to determine inconsistencies in billing system and meter data. Calculate the 3-year rolling average of distribution system leakage.
- 2.2.8 Tabulate total consumption of customers within each pressure zone based on the hydraulic model and the parcel-consumption database provided by the City.
- 2.2.9 Calculate the system ADD based on the yearly water supply data from 2011 through 2016.
- 2.2.10 Estimate the system's maximum day and peak hour demands.
- 2.2.11 Prepare a table of general fire flow requirements for each land use classification and identify buildings with the largest fire flow requirements within the service area.
- 2.2.12 Document the historical demands from 2011 through 2016.
- 2.2.13 Document the current and past efforts for water use efficiency and their impact on water demand over the past ten (10) years. Describe the water use efficiency improvements.
- 2.2.14 Develop 1-, 2-, 3-, 4-, 5-, 6-, 7-, 8-, 9-, 10-, and 20-year, and buildout demand projections based on projected water system population data and historical per capita demands. *Demand projections shall be tabulated with and without additional water use reductions from the proposed water use efficiency program.*
- 2.2.15 Describe the basis for and results of the existing and projected water demand evaluation.
- 2.2.16 Evaluate, describe, and prepare a graphic or table to demonstrate the seasonal variations in consumption patterns for each customer class.
- 2.2.17 Prepare tables summarizing the results of the demand analyses and integrate the tables within the chapter text.

**Assumptions:**

- *Buildout projections will be based on developable land use analysis provided by the City.*

**RH2 Deliverables:**

- Descriptions and tables of historic and projected demand data for City review and comment.

**Task 2.3 – Regulations, Policies, and Design Criteria**

**Objective:** Review existing policies and design criteria and recommend, as necessary, changes to these policies so that planned facilities can meet design standards.

**Approach:**

- 2.3.1 Review existing City standards pertaining to water system policies and criteria.
- 2.3.2 Identify existing policies and recommend additional or revised policies as necessary so that planned future City facilities can meet minimum and acceptable design standards and criteria. Use DOH, U.S. Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements.
- 2.3.3 Summarize each policy and design criteria.
- 2.3.4 Review the City's existing construction standards and include a copy in an appendix of the WSP.
- 2.3.5 Describe the process for responding to requests for new water service (individual and group services), including timeframes.
- 2.3.6 Describe the process for determining if the system's capacity is adequate to provide water service requests for new service. *The process must include the determination of sufficient water rights.*
- 2.3.7 Describe conditions of a non-technical nature that may impact the ability to provide new water service (e.g., annexation procedures, local ordinances, instream flow rule, etc.).
- 2.3.8 Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.
- 2.3.9 Describe policies for extensions of water service outside of service area boundaries. Describe how the policies are consistent with local and County comprehensive land use plans and development regulations.

**RH2 Deliverables:**

- Descriptions of policies and design criteria for City review and comment.

**Task 2.4 – Water Source and Quality**

**Objective:** Identify the City's water quality monitoring requirements and results of recent monitoring, and prepare an inventory of existing water sources and water rights.

**Approach:**

- 2.4.1 Provide a detailed description of the existing water sources and treatment.
- 2.4.2 Document the City's long-term water supply planning efforts.
- 2.4.3 Summarize the City's current water rights utilizing information contained in report(s) prepared by Aspect Consulting for the City during recent water right planning efforts.
- 2.4.4 Perform a water rights evaluation that compares current water rights with existing and projected demands. The buildout scenario will be used for the future water rights planning. *The City and Aspect*

*Consulting are currently working on acquiring additional water rights. Acquisition of new water rights will impact the comparison and the City and Aspect Consulting will provide information if/when additional rights are obtained.*

- 2.4.5 Document water supply characteristics and foreseeable effects from existing and projected water use on the water quantity and quality of the bodies of water from which the City withdraws supply. Describe water supply characteristics by identifying seasonal source variability, water rights limitations, water reliability, and legal constraints. Utilize existing data and studies available from the City.
- 2.4.6 Provide an overview of existing and known future Environmental Protection Agency (EPA) drinking water regulations and the Safe Drinking Water Act (SDWA). Describe the impacts of the regulations on the City.
- 2.4.7 Identify the water quality monitoring requirements for the City's water system.
- 2.4.8 Summarize the results and compliance status of recent source and distribution system water quality monitoring.
- 2.4.9 Identify improvements, as needed, to comply with the water quality requirements.
- 2.4.10 Provide tables summarizing the results of the water source analyses and integrate the tables within the chapter text. Update information from the previous WSP as necessary.

**RH2 Deliverables:**

- Evaluation of existing water rights and existing water quality monitoring requirements, and results of recent monitoring for City review and comment.

**Task 2.5 – Hydraulic Model Update and Calibration**

**Objective:** Update and calibrate the hydraulic model of the City's existing water system.

**Approach:**

- 2.5.1 Convert the City's existing H2ONet hydraulic model to Bentley WaterGEMS and update the model with recent water system improvements based on the City's comments and GIS data. Review the model with current water system mapping for consistency and completeness. *It is assumed that limited updates are needed to update the hydraulic model with projects completed within the last two (2) years.*
- 2.5.2 Review facility as-builts and update the model as necessary to reflect the existing piping and equipment layout and facility minor losses.
- 2.5.3 Coordinate with the City to review the operational setpoints and controls for facilities included in the model and update the model based on input from the City.
- 2.5.4 Update elevation data in the model by transferring data from electronic contours to model junction nodes.
- 2.5.5 Input the current land use classifications into the model and assign a general planning-level fire flow requirement to each node for comparison of fire flow results.
- 2.5.6 Compute pipe roughness coefficients from available pipe material and age data to accomplish initial calibration.

- 2.5.7 Using a parcel-consumption database provided by the City, allocate the demand data among the nodes in the model.
- 2.5.8 Perform preliminary hydraulic analyses to identify locations for field pressure and hydrant flow tests and check potential performance at each site. Prepare a template that lists field test locations and data that needs to be collected at each test location. Coordinate with the City to confirm methods and recordkeeping for field tests.
- 2.5.9 Attend the hydrant flow tests to review the pressure and flow test objectives for the purpose of calibrating the hydraulic model. *The Fee Estimate includes two (2) RH2 staff members for sixteen (16) field hours each. City staff will operate hydrants, valves, and other water system facilities as directed by RH2. RH2 will provide calibrated pitot and pressure gauges for use during the hydrant flow tests and record the results of the tests. Operational status of facilities will be provided by City staff (from the City's telemetry system following field testing), including flows into the system from supply sources and reservoir levels at the start and end of the tests.*
- 2.5.10 Perform hydraulic analyses to calibrate the model from the field flow and pressure test data for the purposes of steady-state hydraulic analyses.
- 2.5.11 Coordinate with the City to identify the source of inconsistencies between the field calibration data and the modeled results for the steady-state calibration. *Inconsistencies may be the result of unknown closed valves in the system or incorrect diameter of water main shown on system mapping or as-builts. Since this item is highly variable in nature, an initial allocation of thirty-two (32) hours of a water modeling specialist's time has been included for this task. If generally accepted industry standards for hydraulic model accuracy cannot be achieved within this initial allocation, RH2 will coordinate with the City to determine the next steps. This may include a scope amendment to assist the City in completing additional field flow tests and model calibration analyses.*

**RH2 Deliverables:**

- Attendance at field hydrant flow tests.
- Calibrated WaterGEMS hydraulic water model for use in steady-state hydraulic analyses.
- Coordination with City via email and phone correspondence to review the hydraulic water model.

**Task 2.6 – Water System Analyses**

**Objective:** Evaluate the water system to identify deficiencies and recommend improvements. Utilize the hydraulic model of the City's water system to perform hydraulic analyses.

**Approach:**

- 2.6.1 Examine each of the existing pressure zones and identify areas of low and high pressures. Include a table showing each existing zone, its maximum and minimum service elevation, and service pressures (at static conditions).
- 2.6.2 Calculate the quantity of water supply required for the existing and projected conditions, and compare those requirements to the system's existing supply capability.
- 2.6.3 Analyze South Wellfield chlorination demands and existing chlorination infrastructure. Perform bench scale chlorination testing on a sample of South Wellfield water to identify chlorination demands. Review the capacity of the existing South Wellfield Treatment Facility's chlorination

- system and assess detention time from the chlorination point to the first customer. Recommend chlorination system and contact time pipeline improvements.
- 2.6.4 Identify and describe supply facility deficiencies and summarize the results of Aspect Consulting's source capacity improvements study.
  - 2.6.5 Based on the requirements contained in Washington Administrative Code 246-290-235 and the most current DOH *Water System Design Manual*, calculate the quantity of water storage required for the existing and planned future system and compare those requirements to the existing storage capacity of the system. Include an analysis of reclaimed water storage.
  - 2.6.6 Identify and briefly describe storage deficiencies.
  - 2.6.7 Document the hydraulic analysis criteria and hydraulic model settings for the distribution system analyses.
  - 2.6.8 Using the hydraulic model of the water system, perform a steady-state hydraulic analysis of the system simulating a peak hour demand (PHD) condition with no fire flows to determine the pressures and flow distribution during this demand condition.
  - 2.6.9 Perform a steady-state fire flow analysis for each node in the system while simulating maximum day demands (MDD) to determine the capability of the existing system to provide adequate flows and pressures and identify existing system deficiencies.
  - 2.6.10 Input projected demand data into the hydraulic model's nodes using the results from the projected water demand evaluation. Demand distribution shall be based on estimates of projected growth allocations.
  - 2.6.11 Based on the results of the existing system hydraulic analysis and identification of deficiencies, identify and input proposed water system improvements into the model.
  - 2.6.12 Perform a steady-state fire flow analysis for each node in the system while simulating projected maximum day demands to review whether the proposed improvements can eliminate existing system deficiencies and are sized properly to accommodate anticipated growth based on meeting the City's policies and design criteria. Repeat the analyses for the 10-year and 20-year projections until existing system deficiencies have been eliminated.
  - 2.6.13 Identify and describe distribution system deficiencies and the results of the hydraulic analyses.
  - 2.6.14 Review and discuss known existing system deficiencies and unsuitable pipe materials from data provided by the City.
  - 2.6.15 Evaluate the City's existing pressure reducing stations and identify deficiencies.
  - 2.6.16 Evaluate the City's existing interties and identify deficiencies.
  - 2.6.17 Evaluate the City's existing booster pump stations and identify deficiencies.
  - 2.6.18 Evaluate the City's existing telemetry and supervisory control system and identify deficiencies.
  - 2.6.19 Perform an existing system capacity analysis and a 10-year projected system capacity analysis to determine the unused, available system capacity expressed in ERUs. Prepare a 10-year projected system capacity analysis with proposed improvements. Document the criteria and results of the analyses.

- 2.6.20 Meet with City staff to discuss the system analyses, deficiencies, and recommended improvements. *It is assumed that two (2) RH2 staff will attend this meeting.*
- 2.6.21 Provide tables summarizing the results of the system analyses and integrate them within the chapter text.
- 2.6.22 Prepare color figures of the following.
- Hydraulic Model Node Diagram
  - Existing System PHD Pressure
  - 20-year PHD Pressure without Improvements
  - Existing System Available Fire Flow
  - 20-year Available Fire Flow without Improvements

**RH2 Deliverables:**

- Descriptions, tables, and figures of water system analyses for City review and comment.
- Attendance at one (1) meeting with City staff. Meetings minutes will be provided via email to meeting participants.

**Task 2.7 – Operations and Maintenance**

**Objective:** Document the water system’s operations and maintenance program for use in the WSP.

**Approach:**

- 2.7.1 Evaluate staffing requirements and document recommendations.
- 2.7.2 Obtain the Operations and Maintenance chapter from the City and incorporate staffing requirements. Review, format, and finalize the chapter for incorporation into the WSP.

**RH2 Deliverables:**

- Evaluation and recommendations of staffing requirements.
- Incorporation of the City’s existing operations and maintenance program into the WSP.

**Task 2.8 – Capital Facilities Plan**

**Objective:** Describe, prioritize, and schedule improvements to address deficiencies identified in the water system analyses. Prepare planning-level cost estimates for each project identified. Combine schedule and cost estimates into an overall Capital Facilities Plan (CFP) for the water utility.

**Approach:**

- 2.8.1 Briefly describe water system improvements that have been completed since the last WSP update.
- 2.8.2 Prepare a list of proposed water system improvements based on the results of the existing system and proposed system analyses. Include recommendations from Aspect Consulting’s source capacity improvement study. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 2.8.3 Review and make recommendations, as necessary, for changes to the City’s existing standards for system replacements, rehabilitations, and extensions.



- 2.8.4 Prepare a planning-level approximate cost estimate for each improvement based on current industry prices.
- 2.8.5 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. Prioritization and scheduling will consider other scheduled projects based on information provided by the City and the CFPs developed for transportation and other utilities.
- 2.8.6 Schedule improvements based on the results of the prioritization.
- 2.8.7 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and for the 20-year planning period.
- 2.8.8 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 2.8.9 Provide tables documenting the development of the capital facilities plan and integrate them within the chapter text.
- 2.8.10 Prepare color figures of the following.
  - Proposed Water System Improvements
  - 20-year PHD Pressure with Improvements
  - 10-year Available Fire Flow with Improvements
  - 20-year Available Fire Flow with Improvements
  - Proposed Improvements Hydraulic Profile
- 2.8.11 Prepare GIS files of the existing system and proposed CIP for transmittal to the City. *GIS layers will include a field to indicate flushing status and date for each pipe.*
- 2.8.12 Prepare CFP fact sheets for up to twenty (20) individual water projects.
- 2.8.13 Meet with City staff to discuss the water system improvements and the proposed schedule of implementation. *It is assumed that two (2) RH2 staff will attend this meeting.*

**RH2 Deliverables:**

- Draft CFP tables, fact sheets, and figures for City review and comment.
- Two (2) printed copies of up to twenty (20) CFP fact sheets.
- GIS files of the existing system and proposed CIP.
- Attendance at one (1) meeting with City staff. Meeting minutes will be provided via email to meeting participants.

**Task 2.9 – Financial Analysis**

**Objective:** Coordinate with FCS Group, who will prepare a financial analysis of the existing and projected future water utility. The City will contract directly with FCS Group for these services.

**Approach:**

- 2.9.1 Coordinate with FCS Group during the project and attend one (1) phone conference to provide information in support of the financial analysis chapter to be prepared by FCS Group.

- 2.9.2 Review the financial chapter produced by FCS Group, format the document for consistency with other chapters, and incorporate the financial chapter into the WSP.

**Assumptions:**

- *FCS Group has recently completed a rate study for the City that provides the foundation for the financial chapter analysis. This Scope of Work reflects efficiencies toward the financial chapter completion resulting from the prior rate study work.*

**RH2 Deliverables:**

- Financial Analysis for City review and comment.

**Task 2.10 – Cross-connection Control Plan**

**Objective:** Document the City’s existing cross-connection control program.

**Approach:**

- 2.10.1 Review the City’s existing cross-connection control ordinance and programs it has developed. Evaluate the documents for completeness, and incorporate elements necessary for consistency with regulations into the WSP.
- 2.10.2 Describe the consequences for failing to comply with the cross-connection control ordinance.
- 2.10.3 Document the responsibility of each City department for implementing the program and their relationship with one another and outside agencies.
- 2.10.4 Identify the primary and back-up staff positions delegated to the responsibility of organizing and implementing the cross-connection control program.
- 2.10.5 Identify the qualifications required for personnel working in the cross-connection control program.
- 2.10.6 Document the City’s approval of qualifications for cross-connection control testers and specialists.
- 2.10.7 Document procedures for prioritizing and conducting surveys of existing facilities to identify existing and potential cross connections.
- 2.10.8 Document guidelines for assessing the degree of hazard and the selection of backflow assemblies.
- 2.10.9 Document standard requirements for installing and testing approved backflow assemblies.
- 2.10.10 Describe the recordkeeping system requirements for the cross-connection control program.
- 2.10.11 Describe the methods or processes that will provide information (public education, etc.) regarding the cross-connection control program to existing and projected future system customers.
- 2.10.12 Document procedures for responding to backflow incidents.

**RH2 Deliverables:**

- Completed Cross-connection Control Plan included in the WSP as an appendix.

**Task 2.11 – Water Quality Monitoring Plan**

**Objective:** Document the City’s existing water quality monitoring requirements and procedures. Update the City’s existing Coliform Monitoring Plan and *E. coli* Response Plan.

**Approach:**

- 2.11.1 Prepare a description of the water system as required by the Coliform Monitoring Plan.
- 2.11.2 Document source water quality monitoring requirements and procedures.
- 2.11.3 Document distribution system water quality monitoring requirements and procedures, including a schedule for coliform monitoring.
- 2.11.4 Prepare a color figure of the locations needed to meet the various monitoring requirements.
- 2.11.5 Prepare an *E. coli* Response Plan.

**RH2 Deliverables:**

- Descriptions and figures documenting the City's existing water quality, *E. coli* response, and coliform monitoring programs for City review and comment.

**Task 2.12 – Water Use Efficiency Program**

**Objective:** Update the City's Water Use Efficiency Program and water use efficiency goals for the water system. Prepare a Water Loss Control Action Plan.

**Approach:**

- 2.12.1 Evaluate the City's existing Water Use Efficiency (WUE) Program for completeness and incorporate elements necessary for consistency with regulations into the WSP.
- 2.12.2 Prepare a summary of water use efficiency planning efforts that have been completed since the WUE Program was adopted.
- 2.12.3 Assist the City in updating WUE goals through a public process. Document how each goal was established.
- 2.12.4 Identify and evaluate WUE measures for applicability and cost-effectiveness.
- 2.12.5 Prepare a schedule for implementation of the WUE measures and cost estimates for each measure.
- 2.12.6 Develop a Water Loss Control Action Plan (*assumes distribution system leakage is greater than ten (10) percent*). Include water loss control methods that will be implemented, an estimated schedule for achieving the distribution system leakage standard, a budget for the program, and an identification of technical or economic concerns that may prevent the City from meeting the distribution system leakage standard.

**RH2 Deliverables:**

- Descriptions documenting the City's WUE Program and Water Loss Control Action Plan for City review and comment.

**Task 2.13 – Source Protection Program**

**Objective:** Integrate the 2013 WSP Source Protection Program into the WSP and update the contaminant source inventory.

**Approach:**

- 2.13.1 Obtain the Source Protection Program from the 2013 WSP.

- 2.13.2 Update the inventory of potential contaminant sources and activities using available databases maintained by Ecology and the U.S. Environmental Protection Agency, and document the results of the inventory findings. *The inventory will include site locations and owners/operators.*
- 2.13.3 Identify owners and operators of known and potential sources of water contamination, businesses, regulatory agencies, and local governments, emergency response agencies, and City customers that must be notified of the City's watershed control and wellhead protection programs.
- 2.13.4 Document current implementation of the watershed control and wellhead protection programs and provide recommendations.
- 2.13.5 Review and update the watershed control area and map for the Canyon Springs source and provide a summary of potential risks from biosolids application near the watershed control area.

**RH2 Deliverables:**

- Incorporation of the 2013 Source Protection Program into the WSP update.
- Map of watershed control area for the Canyon Springs source.

**Task 2.14 – Unidirectional Flushing Program**

**Objective:** Update the City's existing unidirectional flushing program.

**Approach:**

- 2.14.1 Perform hydraulic analyses to determine the minimum pressures and maximum flushing velocity experienced with the City's existing flushing program.
- 2.14.2 Coordinate with the City to identify goals for the updated unidirectional flushing program, including maximum velocity, sensitive customers, and areas of concern.
- 2.14.3 Recommend improvements to the existing unidirectional flushing program to meet the established goals and reduce flushing velocities, flushing time, and dirty water complaints.
- 2.14.4 Develop digital PDF field map books showing flushing hydrants, closed valves, and flushing velocities for each hydrant flushing location.
- 2.14.5 Incorporate the digital PDF maps for the unidirectional flushing program into the City's water system GIS files and develop an annual or bi-annual schedule for completion of the program.
- 2.14.6 Prepare a summary of the unidirectional flushing program for inclusion in the O&M section of the WSP.

**RH2 Deliverables:**

- Unidirectional flushing program field map books in PDF format.
- Summary description of the unidirectional flushing program for inclusion in the O&M section of the WSP.

**Task 2.15 – Source Alternatives Analysis**

**Objective:** Perform a preliminary desktop analysis to evaluate alternatives to improve the utilization of the instantaneous rate and annual volume of the City's existing water rights, while improving the redundancy and reliability of the City's water supply sources. The results of the analysis will inform the CIP development of future detailed source studies and improvement projects. The analysis will be based on available water rights,

water quality, hydrology and hydrogeology, hydraulic capacity, and capital and operations and maintenance (O&M) costs.

**Approach:**

- 2.15.1 Review City, Ecology, and DOH documents associated with each water right and water source.
- 2.15.2 Compare water use by source to water rights to identify where water rights are being underutilized.
- 2.15.3 Review the hydrology and hydrogeology of the upper Snoqualmie watershed.
- 2.15.4 Review Washington Administrative Code (WAC) chapter 173-507 together with area hydrology, hydrogeology, and water rights to identify the possible geographic extent of where additional points of withdrawal/diversion could be located under the City's existing water rights.
- 2.15.5 Identify preferred source locations based on engineering considerations within the City's system given anticipated future demands, zones, and distribution system capacity.
- 2.15.6 Compare the water right and engineering considerations to identify up to three (3) alternative capacity enhancement options and develop planning level costs.
- 2.15.7 Present preliminary findings to City staff.
- 2.15.8 Prepare a technical memorandum summarizing the findings, recommendations, and next steps, which might include water right changes, well drilling, aquifer testing, pilot water treatability testing, and DOH project approval, and assign planning level costs to be included in the WSP CIP.

**Assumptions:**

- *Presentation to City staff will occur at the City.*

**RH2 Deliverables:**

- Presentation to City staff on preliminary findings.
- Technical memorandum of alternatives with suggested additional studies identified for inclusion in the CIP.

**Task 2.16 – Executive Summary**

**Objective:** Prepare an executive summary to describe the key elements of the WSP.

**Approach:**

- 2.16.1 Identify the purpose of the WSP and summarize the major system characteristics and significant changes that have occurred since the previous WSP was completed.
- 2.16.2 Briefly describe the key issues in the WSP, including the following.
  - Policies and design criteria
  - Population and demand forecasts
  - Water Use Efficiency achievements and projections
  - Emergency planning and O&M recommendations
  - System evaluation and deficiencies
  - Recommended improvements

- Financial status and recommendations

**RH2 Deliverables:**

- Draft executive summary chapter for City review and comment.

**Task 2.17 – Appendices**

**Objective:** Prepare miscellaneous appendices for inclusion in the WSP.

**Approach:**

- 2.17.1 Prepare the State Environmental Policy Act (SEPA) Checklist for use by the City. Obtain the Determination of Non-Significance (DNS) from the City to include in the appendix.
- 2.17.2 Obtain new service area agreements from the City to include in the appendices.
- 2.17.3 Obtain copies of new or revised City resolutions/ordinances and include in the appendices.
- 2.17.4 Include copies of Water Facilities Inventory (WFI) forms.
- 2.17.5 Include chronologically organized copies of the important documents forming the water right record for each water right utilized by the City. Prepare the water right self-assessment table.
- 2.17.6 Include a copy of the most recent Consumer Confidence Report.
- 2.17.7 Include a copy of City construction standards.
- 2.17.8 Include copies of consistency statement checklists and agency review comments.

**RH2 Deliverables:**

- Miscellaneous appendices for inclusion in the WSP.

**Task 2.18 – Final Plan Binding, Printing, and Presentation**

**Objective:** Prepare a final draft of the WSP and submit it to review agencies and adjacent water purveyors.

**Approach:**

- 2.18.1 Develop a cover format that includes the WSP name and revision date.
- 2.18.2 Meet with City staff to discuss the draft WSP. *It is assumed that two (2) RH2 staff will attend this meeting.*
- 2.18.3 Revise the WSP per City comments.
- 2.18.4 Prepare for and attend two (2) City Council meetings to present the draft WSP and the CFP. *These meetings will also be used to meet the public forum requirements of the City's WUE Program. Present the water use efficiency goals for adoption by the City Council. It is assumed that two (2) RH2 staff will attend each meeting.*
- 2.18.5 Bind up to ten (10) sets of the WSP in three-ring binders.
- 2.18.6 Create an electronic PDF version of the WSP.
- 2.18.7 Submit the WSP to adjacent water systems for their review and comment.
- 2.18.8 Submit the draft WSP to DOH and the County for review and comment.

**RH2 Deliverables:**

- Attendance at one (1) meeting with City staff. Meeting minutes will be provided via email to meeting participants.
- Presentation at two (2) City Council meetings.
- Up to ten (10) sets of the WSP with Professional Engineer stamps and signatures in three-ring binders for agency review.
- One (1) electronic PDF version of the WSP with Professional Engineer stamps and signatures for agency review.

### Task 2.19 – Agency Review Revisions

**Objective:** Revise the WSP per DOH, County, and adjacent water system review comments.

**Approach:**

- 2.19.1 Modify the cover, title sheet, table of contents, chapters, and figures to reflect the final WSP.
- 2.19.2 Revise the WSP to address review comments provided by DOH, the County, and adjacent water systems.
- 2.19.3 Prepare response letters to each agency that provided review comments to summarize how each comment was addressed and the location of the associated responses in the update to the WSP.
- 2.19.4 Prepare PDFs for the final WSP document. Produce CDs of the digital WSP for transmittal to the City.
- 2.19.5 Produce copies of the revised WSP pages for inclusion with the draft WSP sent to review agencies. Prepare three (3) complete hard copies of the final WSP with Professional Engineer stamps and signatures for the City. Transmit the final WSP insertion pages with Professional Engineer stamps and signatures to the agencies.

**Assumptions:**

- *The number of review comments are difficult to predict and highly variable. An initial allocation of twenty-four (24) hours has been included in Task 2.19.2 for revisions to the WSP chapters based on agency and adjacent water system review comments. This allocation is based on typical levels of review comments received for WSP efforts. If an unusual number of comments are received, or the scope of the comments are excessive, RH2 will coordinate with the City to determine the next steps. This may include a scope amendment to address the comments.*

**RH2 Deliverables:**

- CD containing the digital version of the final WSP.
- Three (3) hard copies of the final WSP for the City's use.
- Insertion pages for the final WSP transmitted to each review agency.

## Task 3 – GENERAL SEWER AND WASTEWATER FACILITIES PLAN

The following tasks are specific to the GSP update.

### Task 3.1 – Introduction and Existing System Description

**Objective:** Provide a description of each component of the existing sewer system.

**Approach:**

- 3.1.1 Prepare a description of the sewer system ownership and management. Include the contact person and address.
- 3.1.2 Describe the purpose and goals of the GSP.
- 3.1.3 Prepare a summary of the operating descriptions of the City's existing collection systems, pump stations, and treatment facility.
- 3.1.4 Review the water reclamation facility's performance based on existing design and operating data. Summarize the current capacity and performance of treatment, effluent disposal, sludge handling, and disposal methods.
- 3.1.5 Prepare a process schematic showing the layout of the existing water reclamation facility and effluent disposal system.
- 3.1.6 Visit each facility with City staff to collect field information, observe equipment layouts and existing conditions, and obtain maintenance staff input/complaints regarding the existing sewer system.
- 3.1.7 Using existing maps provided by the City, develop color figures showing the City's service area, and collection, treatment, and disposal systems.

**Assumptions:**

- *The level of effort shown in the Fee Estimate for this Task assumes that the 2012 GSP contains the information required to complete this Task with only minimal effort by RH2 to update and reformat.*

**RH2 Deliverables:**

- Descriptions and figures of existing system components for City review and comment.

**Task 3.2 – Wastewater Flow and Load Analyses**

**Objective:** Develop the 20-year and buildout planning data for flow and loads for use in analyses of the collection system, lift stations, and water reclamation facility.

**Approach:**

- 3.2.1 Evaluate historical wastewater flow rate and load data and peaking factors based on information provided by the City.
- 3.2.2 Identify areas in the collection system for further study of flow and/or load. Provide recommendations to the City for deployment of equipment, type of information to collect, and frequency/duration of the data collection. *It is assumed the City will procure and install the required equipment and conduct or pay for the lab analyses. The City will provide the data to RH2 for further review. If necessary, based on this review, a second round of data collection may be needed and RH2 will provide recommendations.*
- 3.2.3 Based on information provided by the City on proposed developments and population growth and historical wastewater flow rate and load data, estimate wastewater flow and load changes for the 10- and 20-year, and buildout projections.
- 3.2.4 Meet with the City regarding calculated flow rates and water quality loading projections. *It is assumed that two (2) RH2 staff will attend this meeting.*
- 3.2.5 Prepare draft of the Wastewater Flow and Load Analyses chapter.



**Assumptions:**

- *The buildout scenario will be based on developable land use analysis provided by the City.*
- *The Snoqualmie Casino (Casino) will begin treating and discharging all the wastewater it generates and will stop discharging wastewater to the City's sewer system in 2021. Projected flow and loading from the Casino will be omitted for all projections from the year 2022 through buildout.*

**RH2 Deliverables:**

- Attendance at one (1) meeting with the City. Meeting minutes will be provided via PDF to meeting participants.
- Draft of the Wastewater Flow and Load Analyses chapter for City review and comment.

**Task 3.3 – Regulations, Policies, and Design Criteria**

**Objective:** Review existing policies and design criteria and recommend, as necessary, changes to these policies so that planned facilities can meet design standards. This will include a summary of the projected discharge criteria from Ecology.

**Approach:**

- 3.3.1 Review and document current National Pollutant Discharge Elimination System (NPDES) permit, federal, and state regulations. Document existing water quality requirements and known deficiencies. Discuss potential future water quality requirements and permit updates with Ecology, and document potential future criteria.
- 3.3.2 Review existing City standards pertaining to sewer system policies and criteria.
- 3.3.3 Identify existing policies and recommend additional or revised policies as necessary so that planned future City facilities can meet minimum and acceptable design standards and criteria. Use Ecology, U.S. Environmental Protection Agency, American Water Works Association, and standard engineering practices as the basis for identifying policies, criteria, and requirements.
- 3.3.4 Summarize each policy and design criteria.
- 3.3.5 Review the City's existing construction standards and include a copy in an appendix of the GSP.
- 3.3.6 Describe the process for responding to requests for new sewer service (individual and group services), including timeframes.
- 3.3.7 Describe the process for determining if the system's capacity is adequate to provide sewer service requests for new service.
- 3.3.8 Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.
- 3.3.9 Describe exception policies for extensions of sewer service outside of boundaries.

**RH2 Deliverables:**

- Descriptions of regulations, discharge requirements, policies, and design criteria for City review and comment.

### Task 3.4 – Sewer Model Update and Calibration

**Objective:** Update the current sewer model of the City’s existing sewer system. At the City’s option, calibrate the sewer model by coordinating with the City to collect flow data at multiple key points in the sewer system.

**Approach:**

- 3.4.1 Convert the City’s existing InfoSewer hydraulic model to SewerCAD and update the model with sewer mains smaller than ten (10) inches in diameter and recent sewer system improvements based on the City’s comments and GIS data. Review the model with current sewer system mapping for consistency and completeness.
- 3.4.2 Prepare a preliminary hydraulic model figure. Coordinate with the City to review sewer system facilities shown in the model and update the model based on input from the City.
- 3.4.3 Update elevation data in the model by transferring data from electronic contours to model manhole nodes.
- 3.4.4 Input general estimated sewer flows based on known/measured flow rates at pump stations or in the system.
- 3.4.5 Perform preliminary hydraulic modeling analyses and compare model results to the City’s field observations at pump stations or in the system to assess model accuracy.
- 3.4.6 Collect and compile available existing data for metered water usage, precipitation, average daily temperatures, and wastewater flows for 2012 through 2016 and evaluate infiltration and inflow (I/I). If possible, determine the quantity and sources of I/I and/or make recommendations for additional investigations.
- 3.4.7 Based on the assessed preliminary accuracy of the model and I/I analysis, recommend points in the sewer system for the City to collect flow discharge data to be used for model calibration.
- 3.4.8 Calibrate sewer models to new flow discharge data.
- 3.4.9 Coordinate with the City to identify the source of inconsistencies between the field calibration data and the modeled results. *Inconsistencies may be the result of unknown pipes in the system, incorrect invert elevations, or incorrect diameter of pipes shown on system mapping. Since this item is highly variable in nature, an initial allocation of eight (8) hours of a sewer modeling specialist’s time have been included for this task.*

**RH2 Deliverables:**

- SewerCAD model for use in analyzing the existing and projected system.
- Coordination with City to confirm completeness and accuracy of the sewer model.

### Task 3.5 – Sewer Collection System Analyses

**Objective:** Evaluate the existing collection system and pump stations for existing and projected growth conditions to identify deficiencies and recommend improvements. Assess the overall reliability and vulnerability of the existing system.

**Approach:**

- 3.5.1 Perform sewer modeling of the existing system to identify and describe existing deficiencies in the system.

- 3.5.2 Perform sewer modeling of projected conditions to identify and describe impacts to the existing system.
- 3.5.3 Develop and evaluate improvements to address existing deficiencies and plan for projected sewer system needs.
- 3.5.4 Document the sewer modeling criteria and model settings/assumptions.
- 3.5.5 Prepare color figures of the existing and projected sewer collection systems.

**Assumptions:**

- *Improvements will be planning level and conceptual in nature.*

**RH2 Deliverables:**

- Sewer modeling results.
- Recommended sewer improvements.
- Color figures of the existing and projected sewer systems.

**Task 3.6 – Water Reclamation Facility Analysis and Plan**

**Objective:** Prepare an analysis of the Water Reclamation Facility (WRF) and recommend capital projects for the repair/replacement of items identified as aging and in need of updates and an alternatives analyses and recommendation for major capital improvements for the expansion or upgrade of the existing water reclamation system processes to meet the flow and loading criteria, and the estimated discharge and design criteria.

**Approach:**

- 3.6.1 Review and summarize WRF capital projects completed since the 2012 GSP. Document updated design criteria for the WRF based on these improvements.
- 3.6.2 Develop a list of equipment in need of repair/replacement at the WRF based on discussions with the City. Prepare a description of each project, capital costs, priority, and need.
- 3.6.3 Develop a list of WRF capital projects needed based on input from the City, identified deficiencies based on hydraulic and loading capacities, upcoming more stringent regulatory requirements, or other operational improvements. For each of these projects, prepare the following:
  - Prepare up to three (3) alternatives for comparison. Size and layout components for each alternative. Develop a schematic block diagram for each alternative, as needed.
  - Prepare capital, operations and maintenance, and 20-year life-cycle costs for each alternative.
  - Prepare the alternatives analyses and recommend the preferred alternative.

*A second list of WRF capital projects needed for the WRF will be prepared with the assumption that the City of North Bend (North Bend) connects and discharges its wastewater to the City's WRF.*

- 3.6.4 For the preferred alternative for each WRF capital project, prepare a detailed project implementation description, preliminary site layout, hydraulic profile and process diagram, preliminary design criteria, and O&M requirements.

**Assumptions:**

- *All deficiencies identified for the WRF from the year 2022 through buildout will be based on omitting projected flow and loadings from the Casino.*

**RH2 Deliverables:**

- Proposed WRF improvements for City review and comment.

**Task 3.7 – Capital Facilities Plan**

**Objective:** Describe, prioritize, and schedule improvements to address deficiencies identified in the sewer system analyses and WRF alternatives analyses. Prepare planning-level cost estimates for each project identified. Combine schedule and cost estimates into an overall CFP for the sewer utility

**Approach:**

- 3.7.1 Briefly describe sewer collection system and WRF improvements that have been completed since the last GSP update.
- 3.7.2 Prepare a list of proposed sewer pipeline replacements/rehabilitations for the existing collection system based on the results of the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 3.7.3 Prepare a list of proposed sewer pump station improvements for the existing system based on the results of the existing system and proposed system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 3.7.4 Prepare a list of proposed WRF improvements based on the results of the water reclamation facility alternatives analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 3.7.5 Review and make recommendations, as necessary, for changes to the City's existing standards for system replacements, rehabilitations, and extensions.
- 3.7.6 Prepare a planning-level cost estimate for each improvement identified in Tasks 3.7.2 and 3.7.3 based on current industry prices.
- 3.7.7 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. *Prioritization and scheduling will consider other scheduled projects based on information provided by the City and the CFPs developed for transportation and other utilities.*
- 3.7.8 Schedule improvements based on the results of the prioritization.
- 3.7.9 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and the scheduling of the improvements on an annual basis for the first 10 years and the 20-year planning period.
- 3.7.10 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 3.7.11 Provide tables documenting the development of the capital facilities plan and integrate them within the chapter text.
- 3.7.12 Prepare color figures of Proposed Sewer System Improvements for the 10-year and 20-year planning periods.
- 3.7.13 Prepare GIS files of the existing system and proposed CIP for transmittal to the City. GIS layers will include a field to indicate flushing status and date for each pipe.

- 3.7.14 Prepare CFP fact sheets for up to twenty (20) individual sewer projects.
- 3.7.15 Meet with City staff to discuss the sewer system and WRF improvements and the proposed schedule of implementation. *It is assumed that two (2) RH2 staff will attend this meeting.*

**RH2 Deliverables:**

- Draft CFP tables and figures for City review and comment.
- Two (2) printed copies of up to twenty (20) CFP fact sheets.
- GIS files of the existing system and proposed CIP.
- Attendance at one (1) meeting with City staff. Meeting minutes will be provided via PDF to meeting participants.

**Task 3.8 – Operations and Maintenance**

**Objective:** Document the sewer system's operations and maintenance program for use in the GSP.

**Approach:**

- 3.8.1 Evaluate staffing requirements and document recommendations.
- 3.8.2 Obtain the Operations and Maintenance chapter from the City and incorporate staffing requirements. Review, format, and finalize the chapter for incorporation into the WSP.

**RH2 Deliverables:**

- Descriptions and tables documenting the City's existing operations and maintenance program for use in the GSP.
- Evaluation and recommendations of staffing requirements.

**Task 3.9 – Financial Analysis**

**Objective:** Coordinate with FCS Group, who will prepare a financial analysis of the existing and projected future water utility. The City will contract directly with FCS Group for these services.

**Approach:**

- 3.9.1 Coordinate with FCS Group during the project and attend one (1) phone conference to provide information in support of the financial analysis chapter to be prepared by FCS Group.
- 3.9.2 Review the financial chapter produced by FCS Group, format the document for consistency with other chapters, and incorporate the financial chapter into the WSP.

**Assumptions:**

- *FCS Group has recently completed a rate study for the City that provides the foundation for the financial chapter analysis. This Scope of Work reflects efficiencies toward the financial chapter completion resulting from the prior rate study work.*

**RH2 Deliverables:**

- Financial Analysis for City review and comment.

### Task 3.10 – Executive Summary

**Objective:** Prepare an executive summary to describe the key elements of the GSP.

**Approach:**

- 3.10.1 Identify the purpose of the GSP and summarize the major system characteristics and significant changes that have occurred since the previous GSP was completed.
- 3.10.2 Briefly describe the key issues in the GSP, including the following:
  - Policies and design criteria
  - Population and demand forecasts
  - System and WWTF evaluation and deficiencies
  - Recommended improvements
  - Financial status and recommendations

**RH2 Deliverables:**

- Draft executive summary chapter for City review and comment.

### Task 3.11 – Appendices

**Objective:** Prepare miscellaneous appendices for inclusion in the GSP.

**Approach:**

- 3.11.1 Prepare the SEPA Checklist for use by the City. Obtain the DNS from the City to include in the appendix.
- 3.11.2 Prepare the State Environmental Review Process (SERP) for compliance with Ecology requirements (including the Water Pollution Control Revolving Fund). Obtain the Affirmed determination from Ecology to include in the appendix.
- 3.11.3 Prepare the National Environmental Policy Act (NEPA) for federal compliance and funding opportunities. Obtain the DNS to include in the appendix.
- 3.11.4 Obtain the new service area agreement from the City to include in the appendices.
- 3.11.5 Obtain copies of new or revised City resolutions/ordinances and include in the appendices.
- 3.11.6 Include a copy of the NPDES Waste Discharge Permit.
- 3.11.7 Include a copy of City construction standards.
- 3.11.8 Include copies of agency review comments.

**RH2 Deliverables:**

- Miscellaneous appendices for inclusion in the GSP.
- One (1) electronic PDF and one (1) hard copy of the environmental documents.

### Task 3.12 – Final Plan Binding, Printing, and Presentation

**Objective:** Prepare a final draft of the GSP and submit it to review agencies.

**Approach:**

- 3.12.1 Develop a cover format that includes the GSP name and revision date.
- 3.12.2 Meet with City staff to present the draft GSP. *It is assumed that two (2) RH2 staff will attend this meeting.*
- 3.12.3 Revise the GSP per City comments.
- 3.12.4 Prepare for and attend two (2) public meetings to present the draft CFP and GSP. *It is assumed that one (1) RH2 staff member will attend each meeting.*
- 3.12.5 Bind up to three (3) sets of the GSP with Professional Engineer stamps and signatures in three-ring binders.
- 3.12.6 Create an electronic PDF version of the GSP with Professional Engineer stamps and signatures.
- 3.12.7 Submit the draft GSP to Ecology for review and comment.

**RH2 Deliverables:**

- Attendance at one (1) meeting with the City. Meeting minutes will be provided via email to meeting participants.
- Presentation at two (2) public meetings.
- Up to three (3) sets of the GSP in three-ring binders for agency review.
- One (1) electronic PDF version of the GSP for agency review.

**Task 3.13 – Agency Review Revisions**

**Objective:** Revise the GSP per Ecology review comments.

**Approach:**

- 3.13.1 Modify the cover, title sheet, table of contents, chapters, and figures to reflect the final GSP.
- 3.13.2 Revise the GSP to address review comments provided by Ecology.
- 3.13.3 Prepare a response letter to Ecology to summarize how each comment was addressed and the location of the associated responses in the update to the GSP.
- 3.13.4 Prepare PDFs for the final GSP document with Professional Engineer stamps and signatures. Produce CDs of the digital GSP for transmittal to the City.
- 3.13.5 Produce copies of the revised GSP pages with Professional Engineer stamps and signatures for inclusion with the draft GSP sent to Ecology. Prepare three (3) complete hard copies of the final GSP for the City. Transmit the final GSP insertion pages to Ecology.

**Assumptions:**

- *The number of review comments are difficult to predict and highly variable. An initial allocation of twenty-four (24) hours has been included in Task 3.13.2 for revisions to the GSP chapters based on agency review comments. This allocation is based on typical levels of review comments received for GSP efforts. If an unusual number of comments are received, or the scope of the comments are excessive, RH2 will coordinate with the City to determine the next steps. This may include a scope amendment to address the comments.*

**RH2 Deliverables:**

- CD containing the digital version of the final GSP.
- Three (3) hard copies of the final GSP for the City's use.
- Insertion pages for the final GSP transmitted to each review agency.

## **Task 4 – STORMWATER SYSTEM PLAN (SWP)**

The following tasks are specific to the SWP update. These tasks will be completed by RH2 and its subconsultant, Northwest Hydraulic Consultants (NHC).

### **Task 4.1 – Introduction and Existing System Description**

**Objective:** Provide an introduction to the SWP and describe the City's existing system.

**Approach:**

- 4.1.1 Prepare a description of the stormwater system ownership and management. Include the contact person and address. *The SWP will focus on the City's regulated Municipal Separate Stormwater Sewer System (MS4), but will also reference private facilities that affect operation at the City's facilities (e.g., those at the TPC Snoqualmie Ridge Golf Course).*
- 4.1.2 Describe the purpose and goals of the SWP.
- 4.1.3 Review and summarize previous plans, existing system information, drainage complaints, and data.
- 4.1.4 Review and summarize regulated flood hazard areas within the City.
- 4.1.5 Over two (2) field days, visit as many stormwater facilities (e.g., detention ponds, water quality treatment facilities, etc.) as possible with City staff to collect field information, observe layouts and existing conditions, and obtain maintenance staff input/complaints regarding the existing stormwater system. *It is assumed that two (2) NHC staff will attend the first day, and one (1) NHC staff will attend the second day.*
- 4.1.6 Using existing maps provided by the City, develop color figures showing the City's stormwater collection system and facilities.

**Provided by City:**

- Maintenance staff will accompany and provide access to stormwater facilities.

**RH2 Deliverables:**

- Attendance at facility visits with City staff.
- Descriptions and figures of existing system components for City review and comment.

### **Task 4.2 – Study Area, Basins, and Characteristics**

**Objective:** Delineate stormwater basins to define areas contributing runoff to the City's drainage system, conduct field reconnaissance, and update facility inventory information to support the modeling and capacity analysis.

**Approach:**



- 4.2.1 Identify major stormwater pipes and facilities within the City's stormwater system.
- 4.2.2 Delineate stormwater basins based on the City's system and existing GIS data.
- 4.2.3 Conduct a field reconnaissance to review basin boundaries and areas not clearly defined by the GIS data.
- 4.2.4 Update stormwater inventory based on findings and field survey. *It is assumed that the field survey of data gaps in the City's stormwater collection system will be limited to thirty-two (32) hours of staff field time (two (2) days each for two (2) staff members).*
- 4.2.5 Extend the field survey of data gaps by an additional sixteen (16) hours of staff field time (one (1) day each for two (2) staff members).
- 4.2.6 Prepare a description of the watershed, tributary drainage basins, climate, rainfall, topography, and soils.
- 4.2.7 Prepare color figures showing the watershed, tributary drainage basins, topography, and soils for the City.

**Assumptions:**

- Major stormwater facilities include pipes twelve (12) inches in diameter and larger and major ditches.
- It is assumed that neither a WSDOT survey permit nor other traffic control plan review will be required for field survey work (i.e. it will be performed outside the WSDOT right-of-way).

**RH2 Deliverables:**

- Stormwater basins delineated based on the City's system.
- Updated stormwater inventory in GIS format.
- Color figures showing the watershed, tributary drainage basins, topography, and soils for the City.

**Task 4.3 – Regulations, Policies, and Design Criteria**

**Objective:** Review existing stormwater and flood regulations, policies, and design criteria and recommend, as necessary, changes to these policies so that stormwater facilities can meet current design standards and new and existing regulatory requirements imposed by state and federal authorities.

**Approach:**

- 4.3.1 Provide high-level review and recommendations for changes to City flood hazard regulations and policies.
- 4.3.2 Summarize utility Level-of-Service goal (e.g., 25-year peak flow return period and depth threshold for acceptable flooding, if any).

**Provided by City:**

- Current City stormwater and flood regulations and coordination with City attorney.

**RH2 Deliverables:**

- Include a copy of the effective stormwater design, floodplain, and construction standards in an appendix of the SWP.
- Summary of high level recommendations for changes to the City's flood hazard regulations.

#### Task 4.4 – Stormwater Model Update and Calibration

**Objective:** Update the current stormwater models of the City's existing stormwater system. Calibrate the stormwater models by collecting fall/winter discharge data at up to four (4) locations within the City's stormwater system.

**Approach:**

- 4.4.1 Update the City's existing Hydrologic Simulation Program – Fortran (HSPF) and Stormwater Management Model (SWMM) stormwater models of downtown Snoqualmie (NHC, 2016) to include other existing and planned stormwater tributary areas as needed to facilitate identification of the CFP projects for the SWP.
- 4.4.2 Input land use classifications into the model and assign estimated pervious and impervious areas for use in future conditions stormwater modeling and review with the City.
- 4.4.3 Prepare a preliminary stormwater model diagram. Coordinate with the City to review stormwater system facilities shown in the diagram and extents of area to be modeled based on input from the City.
- 4.4.4 Provide recommendations to the City for flow monitoring hardware to be purchased by the City for this project.
- 4.4.5 Collect flow discharge data (fall or winter of 2017) at up to three (3) locations within the City's stormwater system for up to three (3) months (e.g. November 2017 – January 2018) by installing and removing two (2) of the three (3) instruments (assuming the third is permanent).
- 4.4.6 Calibrate stormwater models to new flow discharge data. Review the modeling for consistency with specific drainage complaints and maintenance staff observations applicable to existing stormwater system modeling.
- 4.4.7 Coordinate with the City to identify the source of inconsistencies between the field calibration data, drainage complaints, and modeled results. *Inconsistencies may be the result of unknown pipes in the system or incorrect diameter of pipes shown on system mapping. Since this item is highly variable in nature, an initial allocation of forty (40) hours of a stormwater modeling specialist's time have been included for this task.*

**Assumptions:**

- *Stormwater facilities to be modeled include major facilities (i.e., pipes twelve (12) inches in diameter and larger and major ditches) with potential problems needing CFP project evaluation and conceptual design.*
- *City will purchase flow monitoring instrumentation and installation hardware. This is expected to include two (2) temporary stations and one (1) permanent station. Data from the permanent station will be hosted on NHC's data portal if telemetry instrumentation is included. It is assumed that City staff will be available for confined space entry to install the purchased instrumentation.*

**Provided by City:**

- Assistance with identifying flow discharge data collection points in the system.
- Review and comment on future conditions for modeling.
- Review and comment on the stormwater model diagram.

- Assistance with identifying sources of inconsistencies in model calibration.

**RH2 Deliverables:**

- Coordination with the City to confirm completeness and accuracy of the stormwater model.
- Updated and calibrated stormwater model.

**Task 4.5 – Stormwater System Modeling and Analyses**

**Objective:** Evaluate existing stormwater collection system, including detention and treatment facilities, for existing and projected future growth conditions to identify deficiencies and recommend improvements. Assess the overall reliability and vulnerability of the existing system.

**Approach:**

- 4.5.1 Perform stormwater modeling of the existing system to identify and describe existing deficiencies in the system.
- 4.5.2 Perform stormwater modeling of projected future conditions to identify and describe impacts to the existing system.
- 4.5.3 Develop and evaluate improvements to address existing deficiencies and plan for future stormwater system needs.
- 4.5.4 Document the stormwater modeling criteria and model settings/assumptions.
- 4.5.5 Identify programmatic and structural opportunities to improve water quality (as required by TMDLs).
- 4.5.6 Prepare a color figure of the existing and planned future stormwater systems.

**Assumptions:**

- *Stormwater modeling will be performed for existing conditions and a single future condition, assumed to be buildout based on land use.*
- *Analyses of the conveyance system will be conducted for the 25-year event (or other event identified as the preferred level-of-service).*
- *Improvements will be planning level and conceptual in nature.*
- *Geomorphic and/or climate change analyses are excluded from this study.*

**RH2 Deliverables:**

- Stormwater modeling results.
- Recommended stormwater improvements.
- Color figures of the existing and future stormwater systems.

**Task 4.6 – Capital Facilities Plan**

**Objective:** Describe, prioritize, and schedule improvements to address deficiencies identified in the stormwater system analyses. Prepare planning-level cost estimates for each project identified. Combine schedule and cost estimates into an overall CFP for the stormwater utility.

**Approach:**

- 4.6.1 Prepare a list of proposed stormwater system improvements (both structural and non-structural) based on the results of the existing system and planned future system analyses. Briefly describe each group of related improvements and the purpose/benefit of the improvements.
- 4.6.2 Review and make recommendations, as necessary, for changes to the City's existing standards for system replacements, rehabilitations, and extensions.
- 4.6.3 Prepare a planning-level cost estimate for each improvement based on current industry prices.
- 4.6.4 Coordinate with City staff to establish criteria for prioritizing and scheduling improvements. *Prioritization and scheduling will consider other scheduled projects based on information provided by the City and the CFPs developed for transportation and other utilities.*
- 4.6.5 Schedule improvements based on the results of the prioritization.
- 4.6.6 Prepare a table of improvements that includes an improvement identification number, a brief description of each improvement, the associated cost estimate, and recommend scheduling for the improvements.
- 4.6.7 Describe the criteria and procedures used for prioritizing and scheduling improvements.
- 4.6.8 Provide tables documenting the development of the capital facilities plan and integrate them within the chapter text.
- 4.6.9 Prepare color figures of the Proposed Stormwater System Improvements for the buildout system.
- 4.6.10 Prepare GIS files of the existing system and proposed CIP for transmittal to the City. *GIS layers will include a field to indicate flushing status and date for each pipe.*
- 4.6.11 Prepare CFP fact sheets for up to ten (10) individual stormwater projects.
- 4.6.12 Meet with City staff to discuss the stormwater system improvements and the proposed schedule of implementation. *It is assumed that two (2) RH2/NHC staff will attend this meeting.*

**RH2 Deliverables:**

- Draft CFP tables, fact sheets, and figures for City review and comment.
- Two (2) printed copies of up to ten (10) CFP fact sheets.
- GIS files of the existing system and proposed CIP.
- Attendance at one (1) meeting with City staff. Meeting minutes will be provided via email to meeting participants.

**Task 4.7 – Operations and Maintenance**

**Objective:** Document the stormwater system's operations and maintenance program for use in the SWP.

**Approach:**

- 4.7.1 Evaluate staffing requirements and document recommendations.
- 4.7.2 Obtain the Operations and Maintenance chapter from the City and incorporate staffing requirements. Review, format, and finalize the chapter for incorporation into the WSP.

**RH2 Deliverables:**

- Descriptions and tables documenting the City's existing operations and maintenance program for use in the SWP.
- Evaluation and recommendations of staffing requirements.

#### **Task 4.8 – Financial Analysis**

**Objective:** Coordinate with FCS Group, who will prepare a financial analysis of the existing and projected future water utility. The City will contract directly with FCS Group for these services..

**Approach:**

- 4.8.1 Coordinate with FCS Group during the project and attend one (1) phone conference to provide information in support of the financial analysis chapter to be prepared by FCS Group.
- 4.8.2 Review the financial chapter produced by FCS Group, format the document for consistency with other chapters, and incorporate the financial chapter into the WSP.

**Assumptions:**

- *FCS Group has recently completed a rate study for the City that provides the foundation for the financial chapter analysis. This Scope of Work reflects efficiencies toward the financial chapter completion resulting from the prior rate study work.*

**RH2 Deliverables:**

- Financial Analysis for City review and comment.

#### **Task 4.9 – Executive Summary**

**Objective:** Prepare an executive summary to describe the key elements of the SWP.

**Approach:**

- 4.9.1 Identify the purpose of the SWP and summarize the major system characteristics.
- 4.9.2 Briefly describe the key issues in the SWP, including the following.
  - Policies and design criteria
  - Watershed and tributary drainage basis
  - Existing and future systems
  - System evaluation and deficiencies
  - Recommended improvements
  - Financial status and recommendations

**RH2 Deliverables:**

- Draft executive summary chapter for City review and comment

#### Task 4.10 – Appendices

**Objective:** Prepare miscellaneous appendices for inclusion in the SWP.

**Approach:**

- 4.10.1 Prepare the SEPA Checklist for use by the City. Obtain the DNS from the City to include in the appendix.
- 4.10.2 Prepare the SERP for compliance with Ecology requirements (including the Water Pollution Control Revolving Fund). Obtain the Affirmed determination from Ecology to include in the appendix.
- 4.10.3 Prepare the NEPA for federal compliance and funding opportunities. Obtain the DNS to include in the appendix.
- 4.10.4 Obtain copies of new or revised City resolutions/ordinances and include in the appendices.
- 4.10.5 Include copy of the Department of Ecology Phase II NPDES Permit.
- 4.10.6 Include a copy of City construction standards.

**RH2 Deliverables:**

- Miscellaneous appendices for inclusion in the SWP.

#### Task 4.11 – Final Plan Binding, Printing, and Presentation

**Objective:** Prepare a final draft of the SWP and submit it to review agencies.

**Approach:**

- 4.11.1 Develop a cover format that includes the SWP name and revision date.
- 4.11.2 Meet with City staff to discuss the draft SWP. *It is assumed that one (1) NHC staff will attend this meeting.*
- 4.11.3 Prepare for and attend one (1) public meeting to present the draft CFP and SWP. *It is assumed that one (1) NHC staff will attend this meeting.*
- 4.11.4 Bind up to three (3) sets of the SWP in three-ring binders.
- 4.11.5 Create an electronic PDF version of the SWP.

**RH2 Deliverables:**

- Attendance at one (1) meeting with City staff. Meeting minutes will be provided via email to meeting participants.
- Presentation at one (1) public meeting.
- Up to ten (10) sets of the SWP with Professional Engineer stamps and signatures in three-ring binders for agency review.
- One (1) electronic PDF version of the SWP with Professional Engineer stamps and signatures for agency review.

#### Task 4.12 – Agency Review Revisions

**Objective:** Revise the SWP per Ecology and County review comments.

**Approach:**

- 4.12.1 Modify the cover, title sheet, table of contents, chapters, and figures to reflect the final SWP.
- 4.12.2 Revise the SWP to address review comments provided by Ecology and the County.
- 4.12.3 Prepare response letters to Ecology and the County to summarize how each comment was addressed and the location of the associated responses in the update to the SWP.
- 4.12.4 Prepare PDFs for the final SWP document with Professional Engineer stamps and signatures. Produce CDs of the digital SWP for transmittal to the City.
- 4.12.5 Produce copies of the revised SWP pages with Professional Engineer stamps and signatures for inclusion with the draft SWP sent to Ecology and the County. Prepare three (3) complete hard copies of the final SWP for the City. Transmit the final SWP insertion pages to the agencies.

**Assumptions:**

- *The number of review comments are difficult to predict and highly variable. An initial allocation of twenty-four (24) hours has been included in Task 4.12.2 for revisions to the SWP chapters based on agency review comments. This allocation is based on typical levels of review comments received for SWP efforts. If an unusual number of comments are received, or the scope of the comments are excessive, RH2 will coordinate with the City to determine the next steps. This may include a scope amendment to address the comments.*

**RH2 Deliverables:**

- CD containing the digital version of the final SWP.
- Three (3) hard copies of the final SWP for the City's use.
- Insertion pages for the final SWP transmitted to each review agency.

**Project Schedule**

It is the goal of all parties that this Scope of Work shall be completed within eighteen (18) months of contract execution, assuming RH2 receives all data within ten (10) weeks of contract execution. The schedule for this project may be modified as mutually agreeable to RH2 and the City.

**FUTURE TASKS**

The Scope of Work for future phases may include generating utility maps that show data from the City's GIS and as-builts into cohesive maps with names and labels for system components, including O&M.

**EXHIBIT B-1**  
**City of Snoqualmie**  
**Water System Plan Update**  
**Data to be Provided by the City**

The following list contains the information and data to be provided by the City of Snoqualmie (City) that is needed to update the City's Water System Plan (WSP). All available resources from previous planning work will be utilized to minimize the level of effort necessary. The list below is organized according to the Scope of Work tasks.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Task 2.1 – Introduction and Existing Water System Description</b>			
1. Reservoir information that includes reservoir name, as-builts, location, year constructed, material, reservoir floor elevation, overflow elevation, diameter, ground elevation, operating levels (pump start level(s) for filling reservoir and pump stop level), fill pipe diameter, draw pipe diameter, and description of operation and control.	H		
2. Pressure reducing station data that includes station name, as-builts, location, main line and by-pass control valve size, normal inlet pressure, outlet pressure set points, operational priority, (lead, lag, second lag, etc.), ground elevation, and pressure relief valve size and set point, (if relief valve is included).	H		
3. List of check valves and zone valves (closed isolation valves between pressure zones) in the distribution system.	H		
4. Intertie information that includes adjacent system name, as-builts, location, water main size, control valve size and model number, and any other facility information.	H		
5. Telemetry and supervisory control information that includes manufacturer and year of telemetry system, type of communications link (radio or phone), facilities monitored at master telemetry unit, facilities with remote telemetry units.	H		
6. Water treatment information that includes location of treatment facilities, as-builts, type of treatment (disinfection, fluoridation, filtration, etc.), chemicals used and concentrations, method of metering, initial dosage amounts, and capacity of mixing or holding tanks.	H		



Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
7. Booster pump station data that includes pump station name, as-builts, location, year constructed, number of pumps, pump curves (or pump manufacturer and model number, pump serial number and impeller diameter), motor horsepower, ground elevation, normal pumping rate, and description of operation and control. Include reports from recent pump vibration and pump condition evaluations.	H		
8. Well data that includes well name, well log, location, year constructed, pump curve (or pump manufacturer and model number, pump serial number and impeller diameter); motor horsepower, well casing diameter, well column diameter, ground elevation, well depth, screen depth range, pump intake depth, normal pumping rate, static water level, water level at normal pumping rate, and description of operation and control.	H		
9. Spring information that includes name, as-builts, location, water main size, control valve size and model number, and any other facility information.	H		
10. Copy of water system seismic analysis report.	H		
11. Copy of most recent Department of Health (DOH) Sanitary Survey.	H		
12. Copy of GIS files of the base map, aerial photo, existing water system (including all water main, sources, pumping and storage facilities, gate and check valves, and hydrants), pressure zone boundaries, contours, existing retail and future service area boundaries, and existing future land use.	H		
13. Copy of any reports related to the pressure zone reconfiguration (i.e. engineering analyses, DOH project reports, etc.) Indicate which improvements are currently underway.	H		
14. Copy of the City's Comprehensive (Land Use) Plan.	H		
15. Summary of City's efforts and involvement in regional water system planning.	L		
16. Identify on a map the areas where growth is expected to occur.	M		
17. List of planned developments. Provide name of development, type of development, number of units and development schedule.	M		
<b>Task 2.2 – Water Demands</b>			
1. How often are customer meters read (monthly, every other month, etc.)?	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. Hourly and daily reservoir level records (telemetry data, circular charts, data sheets, etc.) from each storage facility for 2011 through 2016 (to be used to determine the system's peaking factors).	H		
3. Hourly and daily water production records from each source of supply for 2011 through 2017 (to be used to determine the system's peaking factors).	H		
4. Monthly water production totals from each source of supply from 2011 through 2017.	H		
5. Monthly (or bi-monthly) metered water consumption totals for each customer class from 2011 through 2017.	H		
6. Hourly or daily water consumption data for customer meters for 2016 and 2017, where available.	H		
7. Average number of connections for each month for each customer class from 2011 through 2017.	H		
8. Total number of multi-family units served in 2011 through 2017.	H		
9. List of customers (approximately 10 to 20) that used the most water in 2017 (as measured by individual meters), customer address and amount of consumption of each customer for the year.	H		
10. List of buildings with the largest fire flow requirements in the service area (provide at least three in each pressure zone). Provide name of building, address and fire flow requirement.	M		
11. General level of service fire flow requirements and duration for all land use classifications, such as single-family, multi-family, commercial, industrial, etc.	M		
12. Is water usage for construction projects, fire department activities and water main flushing recorded? If so, provide total annual amounts from 2011 through 2017.	H		
13. Database of annual totals of metered water consumption data for each meter, including address and parcel number, if available for 2015 and 2017.	H		
14. Copy of sample letter and certificate of water availability that is issued prior to receiving a building permit.	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Task 2.3 – Policies and Design Criteria</b>			
1. Copy of water system policies and design criteria chapter for inclusion in the WSP.	L		
2. Describe the process for responding to requests for new water service (individual and group services, including timeframes).	L		
3. Describe the process for determining if the system's capacity is adequate to provide water service to requests for new service. The process must include the determination of sufficient water rights.	L		
4. Describe any condition of a non-technical nature that may impact the ability to provide new water service (e.g., annexation procedures, water rights issues, local ordinances, etc.).	L		
5. Describe the procedures for granting or requesting extensions of time during a project. Describe the procedures for handling disputes and appeals when requests are denied.	L		
6. Describe policies for extensions of water service outside of boundaries. Describe how the policies are consistent with the local and county comprehensive (land use) plan, and development regulations	L		
<b>Task 2.4 – Water Source and Quality</b>			
1. Copy of water rights permits, certificates and other related information for all sources.	M		
2. Copy of water quality evaluation for inclusion in the WSP. Evaluation shall discuss existing drinking water quality regulations, water quality monitoring requirements and results of recent water quality testing and shall describe water supply characteristics and the effect of climate change on the City's sources.	M		
3. Copy of DOH Susceptibility Study.	M		
4. Copy of past lead and copper monitoring results (2011 through 2017)	M		
5. Copy of asbestos monitoring results (2011 through 2017).	M		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
6. Copy of source water quality monitoring results (2011 through 2017) for volatile organic chemicals, synthetic organic chemicals, inorganic chemicals and physical substances, and radionuclides.	M		
7. Summarize the results of past (2011 through 2017) coliform monitoring. Indicate if monitoring results indicated levels above the regulatory limits. For each situation where the regulatory requirements were not met, describe the source of the problem and the follow up procedures that corrected the problem.	M		
8. Summarize the results of past (2011 through 2017) disinfectant concentration monitoring. Indicate if monitoring results did not meet the regulatory requirements. For each situation where the regulatory requirements were not met, described the source of the problem and the follow up procedures that corrected the problem.	M		
9. Summarize the results of past (2011 through 2017) disinfectants and disinfection by-product monitoring and Initial Distribution System Evaluations.	M		
10. Summarize the method of disinfection and initial dosage at each source (2011 through 2017).	M		
11. Provide initial dosage of fluoride at each source.			
12. Copy of the most recent Consumer Confidence Report (CCR).	M		
13. List of dirty water complaints (2011 through 2017) including date and location of each complaint.	M		
14. Copy of Coliform Monitoring Plan.	M		
15. Copy of 2011 through 2017 Water Quality Monitoring Reports (WQMR) from DOH that lists the specific monitoring requirements for the City's system.	M		
<b>Task 2.5 – Hydraulic Model Update and Calibration</b>			
1. Copy of existing water model.	H		
2. Copy of GIS file showing location of existing gate valves, check valves, and hydrants in the system	H		
3. As-builts for recent water system improvements not contained in the existing hydraulic model.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Task 2.6 – Water System Analyses</b>			
1. List of known low or high water pressures areas. Provide address and recorded pressure for each.	M		
2. List of known water system deficiencies and unsuitable pipe materials.	M		
3. List of past (2011 through 2017) water main breaks. Provide address and date that each occurred.	L		
4. List of facilities that have emergency power supply connections or stand-by emergency generator sets.	L		
5. Normal operating range of each reservoir (water elevation that well, intertie or control valve is called to fill reservoir or the normal drawdown in each reservoir).	H		
<b>Task 2.7 – Operations and Maintenance</b>			
1. Personnel organization chart.	L		
2. Brief description of the major responsibilities for any new staff positions shown on the organizational chart.	L		
3. Updated list of all operators and their certifications.	L		
4. Provide a list of all major equipment, supplies and chemicals used by the water system. Provide a list of the service representatives for major water system components and chemical suppliers.	L		
5. Provide a list of safety and first aid equipment owned by the system and identify safety training the personnel have and are required to have.	L		
6. Maintenance schedules for each facility.	L		
7. Staffing time for preventive maintenance of facilities and equipment.	L		
8. Staffing time for operation tasks.	L		
9. Identify procedures for keeping and compiling records and reports; provide a list of records that are on file; and identify where the records are filed.	L		
10. Procedures for testing the accuracy of water meters and identifying the frequency of tests. Indicate most recent calibration of source and customer meters.	L		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
11. Indicate approximate age of source and customer meters.	L		
12. List of the Utilities Division safety program activities and recent Labor and Industries' inspection reports.	L		
<b>Task 2.8 – Capital Facilities Plan (CFP)</b>			
1. List of desired water system improvements not contained in previous CFP.	M		
2. List of projects completed since the last WSP. List can be descriptive or map based.	M		
3. Copy of the City's most recent six-year Capital Facilities Plan. If not available, provide a list of all road and utility improvements currently planned by the City for the next six years to assist in coordinating the timing of water improvements with other capital improvements.	M		
<b>Task 2.10 – Cross-connection Control Plan</b>			
1. Copy of the existing cross-connection control ordinance/resolution and any programs it has developed.	L		
2. List of known backflow assemblies installed in the system	L		
3. Copy of latest cross-connection control program summary report that is submitted annually to DOH.	L		
<b>Task 2.11 – Water Quality Monitoring Plan</b>			
1. Copy of previous Water Quality Monitoring Plan.	L		
2. Copy of previous E. coli Response Plan	L		
3. Sampling rotation schedule for coliform monitoring, if not contained in coliform monitoring program.	L		
4. List of water source sampling sites. Indicate source of sample.	L		
5. Copy of monitoring waivers and related DOH correspondence	L		
<b>Task 2.12 – Water Use Efficiency Program</b>			
1. Copy of existing Water Use Efficiency program.	H		
2. Has leak detection been performed in the distribution system in the past? If so, indicate date, description of areas tested and findings. Provide a copy of the leak detection report.	M		
3. List of current water use efficiency goals.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
4. Describe what, if any, previous water use efficiency efforts will be discontinued. Identify why continuation of these efforts would be ineffective or describe that the program had a prescribed end date or savings level.	M		
5. Describe any available or potential sources of reclaimed water. Identify opportunities for the use of reclaimed water (i.e. irrigation for parks or schools, construction purposes or street cleaning) and an estimated annual volume for each use.	M		
6. Amount budgeted for each individual water use efficiency measure that is part of the water use efficiency program.	M		
<b>Task 2.13 – Source Protection Program</b>			
1. Copy of previous Source protection Program from the previous WSP	L		
2. Summarize the City's past efforts toward protection of its water sources.	L		
3. List of known and potential water contaminant sources located within the watershed/wellhead protection areas.	L		
4. Identify present and past land uses (last 10 to 20 years) and proposed land uses that might pose a threat to the water sources.	L		
<b>Task 2.14 – Unidirectional Flushing Program</b>			
1. Copy of existing unidirectional flushing program.	M		
<b>Task 2.15 – Pump Condition and Energy Efficiency Evaluation</b>			
1. Electric rate schedules for each pumping facility.	H		
<b>Task 2.16 – Executive Summary and Appendices</b>			
1. Copy of current service area agreement. This was likely prepared during the development of the County's <i>Coordinated Water System Plan</i> .	L		
2. Copy of water resolutions or ordinances not specifically identified under other activities above.	L		
3. Copy of most recent Water Facilities Inventory (WFI) forms.	H		
4. Copy of standard maintenance logs and forms used.	L		
5. Copy of Cross-Connection Control Plan.	L		
6. Copy of Watershed Control Plan.	L		
7. Copy of Wellhead Protection Plan.	L		
8. Copy of Emergency Response Plan.	L		
9. Confirm date of last update of water system Vulnerability Assessment.	L		
10. Copy of intertie agreements.	M		

Item 4.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
11. Copy of the City's construction standards.	L		



**Exhibit B-2**  
**City of Snoqualmie**  
**General Sewer and Wastewater Facilities Plan**  
**Data to be Provided by the City**

The following list contains the information and data to be provided by the City of Snoqualmie (City) that is needed to update the City's General Sewer and Wastewater Facilities Plan (GSP). The available resources from previous planning work will be utilized to minimize the level of effort necessary. All available resources from previous planning work will be utilized to minimize the level of effort necessary. It is anticipated that the GSP will be completed in conjunction with the City's Water System Plan (WSP) and Stormwater System Plan (SWP). The available resources collected during Task 1 will be utilized to prepare the GSP.

The list below is organized according to the Scope of Work activities. The engineering fee estimate for the project is based on this information being provided in whole prior to the commencement of the GSP Update for the high priority items. RH2 is entitled to rely upon the accuracy and completeness of any data information or materials provided by the City or others in relation to this work.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Task 3.1 – Introduction and Existing System Description</b>			
1. Lift station data that includes lift station name, location, year constructed, number of pumps, pump curves (or pump manufacturer and model number, pump serial number, and impeller diameter), motor horsepower; wet well size, condition of materials, normal pumping rate (field measured); run time data; and description of operation and control.	H		
2. Telemetry and supervisory control information that includes the manufacturer and year of telemetry system; type of communications link (radio or phone); facilities monitored at master telemetry unit; and facilities with remote telemetry units.	H		
3. Copy of current National Pollutant Discharge Elimination System (NPDES) Permit.	H		
4. System collection information which includes force mains (locations, size, length, age, and material) and conveyance pipes/structures (manhole locations and sizes; pipe locations, invert elevations, sizes, age, and materials). Data can be AutoCAD or GIS.	H		
5. A copy of map or AutoCAD/GIS file showing City's existing and future sanitary sewer service area boundaries.	H		
6. A copy of map or AutoCAD/GIS file of drainage basins.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Task 3.2 – Wastewater Flow and Load Analyses</b>			
1. Sludge disposal information for 2012 through 2017, including frequency of sludge disposal, method of disposal, and sludge quantities.	H		
2. Monthly wastewater monitoring records for the WRF influent and effluent (July 2017 through present). Include BOD, TSS, pH, chlorine residual and fecal coliform levels (if available).	H		
3. Flow meter records for flow entering and exiting the WRF (March 2015 through 2017).	H		
4. Wastewater flow records from available system meters (i.e., lift station and industrial users) for 2012 through 2017.	H		
5. Wastewater monitoring records for the Snoqualmie Casino (2012 through 2017), including flow, BOD, and TSS.	H		
6. Flow meter data for commercial or industrial users for the sewer collection system. Water data will suffice. Summer and winter data is needed (2012 through 2017).	H		
7. City sewer connection data, including residential, multi-family, commercial, and industrial users.	H		
8. Provide letters from the Department of Ecology or other agencies related to any wastewater system violations since the completion of the previous GSP.	H		
<b>Task 3.3 – Regulations, Policies, and Design Criteria</b>			
1. A copy of the City's sanitary sewer construction standards and details.	H		
2. A copy of sanitary sewer policies and design criteria.	H		
<b>Task 3.4 – Sewer Model Update and Calibration</b>			
1. Copy of City's existing sewer model.	H		
2. Copy of GIS files of the City's existing sewer system.	H		
3. As-builts for recent sewer system improvements not contained in the existing sewer model.	H		
4. Provide as-built information for each lift station. Include if the lift station has a generator or emergency power supply connection.	H		
5. Provide current set points for pump on and off levels for the lift stations and extreme operating conditions.	H		

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
<b>Task 3.5 – Sewer Collection System Analyses</b>			
1. List of known sanitary sewer system deficiencies and unsuitable pipe materials that were not identified in the previous GSP.	H		
2. List of known lift station deficiencies and excessive maintenance requirements that were not identified in the previous GSP.	H		
<b>Task 3.6 – Water Reclamation Facility Analysis and Plan</b>			
1. List of completed WRF capital projects since the previous GSP.	H		
2. List of WRF equipment in need of repair/replacement.	M		
3. City of North Bend's most current GSP.	H		
<b>Task 3.7 – Capital Facilities Plan</b>			
1. List of sewer collection system projects completed since the previous GSP. List can be descriptive or map based.	H		
2. List of planned and desired sewer collection system improvements not contained in previous GSP.	M		
3. Provide bid tabulations from sewer system projects completed during the past five (5) years.	M		
<b>Task 3.8 – Operations and Maintenance</b>			
1. Provide personnel organization chart.	M		
2. Brief description of the major responsibilities for any staff positions shown on the organizational chart.	M		
3. List of operators and their certifications.	M		
4. Copy of standard maintenance logs and forms used by the sewer department.	M		
5. Maintenance schedules for each facility.	M		
6. Staffing time for preventative maintenance of facilities and equipment. Staffing time for collection system operational tasks (smoke testing, video inspection, cleaning, etc.).	M		
7. Provide a list of all major equipment, supplies, and chemicals used by the sewer system. Provide a list of the service representatives for major sewer system components and chemical suppliers.	M		
8. Provide a list of safety and first aid equipment owned by the system and identify safety training the personnel have and are required to have.	M		
<b>Task 3.11 – Appendices</b>			
1. Provide a State Environmental Policy Act (SEPA) Checklist.	L		

Item 4.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
2. Copy of current service area agreement.	L		
3. Copy of any City resolution or ordinances.	L		

**EXHIBIT B-3**  
**City of Snoqualmie**  
**Stormwater System Plan Update**  
**Data to be Provided by the City**

The following list contains the information and data to be provided by the City of Snoqualmie (City) that is needed to update the City's Stormwater System Plan (SWP). All available resources from previous planning work will be utilized to minimize the level of effort necessary.

Scope of Work/Information Needed	Priority	Notes	Status/ Delivered
1. GIS database including total existing impervious area, future impervious area, and stormwater inventory (pipe material type, pipe invert elevation, facilities, etc.)	H		
2. As-built drawings for any stormwater facilities not included in the GIS database (for example, we were provided as-built drawings for the Cedar Street improvements last year).	H		
3. Rainfall data for gages other than the SRBP2 pond gage operated by AESI on Snoqualmie Ridge (or a point of contact to obtain them).	L		
4. Listing of stormwater operations personnel, their positions/responsibilities, and certifications.	L		
5. List of major equipment and supplies used for stormwater system maintenance.	L		
6. Existing O&M manuals (other than NHC, 2013). For example, manuals used by staff in the field.	L		
7. Summary of current procedures for keeping and compiling records and reports regarding stormwater system maintenance.	L		
8. Maintenance schedules for each facility.	L		

**EXHIBIT C**

City of Snoqualmie

Water System Plan, General Sewer and Wastewater Facilities Plan,  
and Stormwater System Plan Updates

Fee Estimate

	Description	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
<b>Task 1</b>	<b>Coordinating All Utility Plans</b>	<b>343</b>	<b>\$ 64,474</b>	<b>\$ 11,358</b>	<b>\$ 2,939</b>	<b>\$ 78,771</b>
1.1	Project/Team Management	148	\$ 30,152	\$ 2,833	\$ 757	\$ 33,742
1.2	Agency Coordination	56	\$ 10,836	\$ 1,265	\$ 472	\$ 12,573
1.3	Data Collection and System Inventories	62	\$ 10,621	\$ 4,697	\$ 737	\$ 16,055
1.4	Land Use and Population	77	\$ 12,865	\$ 2,563	\$ 973	\$ 16,401
<b>Task 2</b>	<b>Water System Plan</b>	<b>1371</b>	<b>\$ 225,915</b>	<b>\$ -</b>	<b>\$ 25,957</b>	<b>\$ 251,872</b>
2.1	Introduction and Existing System Description	111	\$ 17,883	\$ -	\$ 1,506	\$ 19,389
2.2	Water Demands	80	\$ 12,632	\$ -	\$ 380	\$ 13,012
2.3	Regulations, Policies, and Design Criteria	14	\$ 2,383	\$ -	\$ 64	\$ 2,447
2.4	Water Source and Quality	54	\$ 9,675	\$ -	\$ 246	\$ 9,921
2.5	Hydraulic Model Update and Calibration	165	\$ 26,143	\$ -	\$ 5,522	\$ 31,665
2.6	Water System Analyses	214	\$ 34,365	\$ -	\$ 4,540	\$ 38,905
2.7	Operations and Maintenance	12	\$ 2,078	\$ -	\$ 56	\$ 2,134
2.8	Capital Facilities Plan	184	\$ 29,487	\$ -	\$ 4,744	\$ 34,231
2.9	Financial Analysis	9	\$ 1,599	\$ -	\$ 99	\$ 1,698
2.10	Cross-connection Control Plan	16	\$ 2,548	\$ -	\$ 68	\$ 2,616
2.11	Water Quality Monitoring Plan	29	\$ 4,931	\$ -	\$ 373	\$ 5,304
2.12	Water Use Efficiency Program	17	\$ 2,710	\$ -	\$ 72	\$ 2,782
2.13	Source Protection Program	18	\$ 3,214	\$ -	\$ 85	\$ 3,299
2.14	Unidirectional Flushing Program	141	\$ 22,151	\$ -	\$ 4,351	\$ 26,502
2.15	Source Alternatives Analysis	108	\$ 20,018	\$ -	\$ 1,465	\$ 21,483
2.16	Executive Summary	15	\$ 2,455	\$ -	\$ 66	\$ 2,521
2.17	Appendices	19	\$ 3,195	\$ -	\$ 84	\$ 3,279
2.18	Final Plan Binding, Printing, and Presentation	97	\$ 17,064	\$ -	\$ 1,620	\$ 18,684
2.19	Agency Review Revisions	68	\$ 11,384	\$ -	\$ 616	\$ 12,000
<b>Task 3</b>	<b>General Sewer and Wastewater Facilities Plan</b>	<b>1455</b>	<b>\$ 251,541</b>	<b>\$ 11,000</b>	<b>\$ 16,462</b>	<b>\$ 279,003</b>
3.1	Introduction and Existing System Description	72	\$ 11,571	\$ -	\$ 801	\$ 12,372
3.2	Wastewater Flow and Load Analyses	49	\$ 8,236	\$ -	\$ 267	\$ 8,503
3.3	Regulations, Policies, and Design Criteria	45	\$ 7,430	\$ -	\$ 202	\$ 7,632
3.4	Sewer Model Update and Calibration	113	\$ 18,260	\$ -	\$ 2,468	\$ 20,728
3.5	Sewer Collection System Analyses	46	\$ 7,344	\$ -	\$ 1,158	\$ 8,502
3.6	Water Reclamation Facility Analysis and Plan	732	\$ 133,260	\$ 11,000	\$ 4,543	\$ 148,803
3.7	Capital Facilities Plan	154	\$ 24,515	\$ -	\$ 2,606	\$ 27,121
3.8	Operations and Maintenance	12	\$ 2,078	\$ -	\$ 56	\$ 2,134
3.9	Financial Analysis	9	\$ 1,599	\$ -	\$ 45	\$ 1,644
3.10	Executive Summary	14	\$ 2,235	\$ -	\$ 58	\$ 2,293
3.11	Appendices	107	\$ 17,743	\$ -	\$ 607	\$ 18,350
3.12	Final Plan Binding, Printing, and Presentation	53	\$ 8,850	\$ -	\$ 1,858	\$ 10,708
3.13	Agency Review Revisions	49	\$ 8,420	\$ -	\$ 1,792	\$ 10,212
<b>Task 4</b>	<b>Stormwater System Plan</b>	<b>125</b>	<b>\$ 21,145</b>	<b>\$ 154,894</b>	<b>\$ 3,124</b>	<b>\$ 179,163</b>
4.1	Introduction and Existing System Description	-	\$ -	\$ 22,191	\$ -	\$ 22,191
4.2	Study Area, Basins, and Characteristics	-	\$ -	\$ 26,708	\$ -	\$ 26,708
4.3	Regulations, Policies, and Design Criteria	-	\$ -	\$ 7,088	\$ -	\$ 7,088
4.4	Stormwater Model Update and Calibration	-	\$ -	\$ 45,342	\$ -	\$ 45,342
4.5	Stormwater System Modeling and Analyses	-	\$ -	\$ 19,525	\$ -	\$ 19,525
4.6	Capital Facilities Plan	2	\$ 306	\$ 17,336	\$ 63	\$ 17,705
4.7	Operations and Maintenance	2	\$ 350	\$ 3,306	\$ 9	\$ 3,664
4.9	Executive Summary	-	\$ -	\$ 5,797	\$ -	\$ 5,797
4.10	Appendices	89	\$ 14,944	\$ -	\$ 461	\$ 15,405
4.11	Final Plan Binding, Printing, and Presentation	6	\$ 1,015	\$ 2,530	\$ 1,053	\$ 4,598
4.12	Agency Review Revisions	21	\$ 3,579	\$ 3,553	\$ 1,514	\$ 8,646
<b>PROJECT TOTAL</b>		<b>3294</b>	<b>\$ 563,075</b>	<b>\$ 177,251</b>	<b>\$ 48,483</b>	<b>\$ 788,809</b>

<b>EXHIBIT D</b> <b>RH2 ENGINEERING, INC.</b> <b>2018 SCHEDULE OF RATES AND CHARGES</b>		
<b>RATE LIST</b>	<b>RATE</b>	<b>UNIT</b>
Professional I	\$153	\$/hr
Professional II	\$157	\$/hr
Professional III	\$162	\$/hr
Professional IV	\$175	\$/hr
Professional V	\$187	\$/hr
Professional VI	\$198	\$/hr
Professional VII	\$213	\$/hr
Professional VIII	\$229	\$/hr
Professional IX	\$257	\$/hr
Administrative I	\$134	\$/hr
Administrative II	\$148	\$/hr
Administrative III	\$151	\$/hr
Administrative IV	\$159	\$/hr
Administrative V	\$175	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	10%	Cost +
Outside Services	at cost	

## **EXHIBIT E**

### **KEY PERSONNEL**

Rick Ballard – Principal, QA/QC Reviewer  
Michele Campbell – Overall Project Manager, Water System Plan Project Manager  
Kenny Gomez – General Sewer and Wastewater Facilities Plan Project Manager  
Northwest Hydraulic Consultants – Derek Stuart – Stormwater Plan Project Manager  
FCS Group – Sergey Tarasov – Financial Analyses Project Manager  
Dan Mahlum – Water Supply and Wastewater Treatment Engineer  
Zach Schrempp – WSP Project Engineer  
Eric Smith – Water Reclamation Facility Analysis Engineer  
Barney Santiago – Water Quality Engineer  
John Hendron – I/I Engineering Expert  
Sean Kanda – GSP Project Engineer  
Bret Beaupain – Stormwater Plan Review Engineer  
Andy Dunn – Water Rights Expert  
Steve Nelson – Hydrogeologist  
Gregg Davidson – Staff Engineer  
Alicia Pettibone – Permitting Expert  
Emily Coba – Permitting Support  
Tom Coleman – Wastewater Process Expert  
Stephanie Perkins – Administrative Support

Note: This is key personnel and not every staff member who will work on the project.



**CITY OF SNOQUALMIE  
AGREEMENT FOR CONSULTANT SERVICES  
Amendment No. 1  
Water, Sewer, and Stormwater Utility Plans**

WHEREAS, the City of Snoqualmie (City) entered into an agreement with RH2 Engineering Inc. (RH2) on April 25, 2018 to be completed no later than July 31, 2020; and

WHEREAS, the City has requested RH2 to perform additional services required to complete the Water, Sewer, and Stormwater Utility Plans; and

WHEREAS, RH2 has the resources and capability to perform this work;

NOW, THEREFORE, the parties herein do mutually agree as follows:


**Section 1.A of the Agreement shall be deleted and replaced with the following:**

- A. The City retains the Consultant to provide the services described in "Exhibit A" to include Amendment No. 1, "the "Work". Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement.
- C. Work shall commence when the City issues a notice to proceed and it shall be completed no later than January 31, 2022, unless the completion date is extended in writing by the City.

**Section 2 A. of the Agreement shall be deleted and replaced with the following:**

- A. The total compensation to be paid to Consultant, including all services and expenses, shall not exceed \$944,523 shown on Exhibit B, which shall be full compensation for the work. Consultant shall notify the City when its requests for payment reach eighty-five percent of the total compensation.

CITY OF SNOQUALMIE,  
WASHINGTON

By:   
Its: Mayor

Date: October 26, 2020

CONSULTANT – RH2.

By: 

Typed/Printed Name: Richard L. Ballard

Its: Director

Date: August 28, 2020

ATTEST:

*Jodi Warren*

Jodi Warren, City Clerk

Date:

APPROVED AS TO FORM:

Bob C. Sterbank, City Attorney

Date: \_\_\_\_\_

**EXHIBIT A**  
**Scope of Work**  
**Amendment No. 1**  
**City of Snoqualmie**  
**Water System Plan, General Sewer and Wastewater**  
**Facilities Plan, and Stormwater System Plan Updates**

**Additional Analyses for Utility Plan Updates and**  
**AWIA Risk and Resilience Assessment/Emergency Response Plan**  
 June 2020

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## **Background**

### **Introduction**

RH2 Engineering, Inc., (RH2) was retained by the City of Snoqualmie (City) to update the City's Water System Plan (WSP), General Sewer and Wastewater Facilities Plan (GSP), and Stormwater System Plan (SWP). These documents are together referred to as the Utility Plans. The Utility Plan updates evaluate the ability of the City's utility systems to meet the needs of existing and projected future customers throughout the 20-year planning period.

This Scope of Work describes additional tasks that were necessary to complete the Utility Plan updates. These tasks included work to address several changes in proposed development planning and future growth projections, to perform additional updates to the City's hydraulic sewer and stormwater models, to prepare additional analyses and revise Water Reclamation Facility (WRF) flow and loading projections, and to obtain supervisory control and data acquisition (SCADA) system data for the City's Aquifer Storage and Recovery (ASR) study.

This Scope of Work also includes tasks to meet the new requirements of the recently enacted America's Water Infrastructure Act (AWIA). Under the AWIA, the City is facing deadlines in 2021 for the development of a Risk and Resilience Assessment (RRA) and an Emergency Response Plan (ERP) for the water utility. The concurrent development of the RRA and ERP with the finalization of the WSP update presents an opportunity to efficiently meet these new AWIA requirements while maintaining control and security over sensitive information presented in the documents.

Amendment No. 1 also includes a time extension for the contract through January 31, 2022. The time extension is needed to accommodate the project schedule for a utility rate study and the AWIA requirements. The utility rate study is currently underway under separate contract between the City and FCS Group. Elements of the rate study will be incorporated into the final draft of the Utility Plans. The AWIA requirements set completion dates of the documents on or before December 31, 2021.

Additional background on the need for these extra work tasks is provided in the following sections.

### Additional Work for Utility Plan Updates

**Revisions to Growth Projections.** The original contract assumed that the growth projections for the Utility Plans would be based on the City's 2014 *Comprehensive Plan* and the 2017 *Comprehensive Plan Amendment*. The *Comprehensive Plan* projected development within various planning areas throughout the City. The density and location of the projected developments, which include the Snoqualmie Falls and Snoqualmie Mill planning areas, have significant impact on the planning of water and sewer system utilities. Uncertainty in these developments and their timing has led the City to revise the growth projections several times over the course of the Utility Plan update effort. The revised growth projections have subsequently required revisions to the WSP, GSP, and WRF Facility Plan analyses and have extended the project schedule.

**Additional Sewer Model Updates.** In the original contract, it was assumed that the existing sewer hydraulic model had been prepared to accurately portray the sewer system's current condition. The City found that some of the record drawings used to prepare the model were not accurate when compared to actual field conditions encountered in some areas of the sewer system. The City desired to improve the accuracy of portions of the hydraulic model of its sewer collection system that are critical components to the hydraulic analyses. To update the City's hydraulic sewer model, the City elected to have additional updates made to its model based on record drawings, survey, and measure down information. This additional model development allowed RH2 to improve the accuracy of critical components of the sewer model to be more representative of the existing system. The more accurate model better assesses the hydraulic capacity of the City's sewer system so that a more accurate evaluation can be performed to develop recommendations for sewer collection system improvements.

**Additional Stormwater Model Updates.** The original contract assumed that an existing Hydrologic Simulation Program – Fortran (HSPF) stormwater model of Snoqualmie Ridge that was developed by the Quadrant Corporation's designer of the Master Planned Community in the 1990s and 2000s would be available for use. After much searching through the City's archives, it was discovered that both the paper and electronic documentation of the models covering the Snoqualmie Ridge Phase I portion of the City were lost or destroyed.

The model needed to be redeveloped because it is essential to the City's Stormwater Management Action Plan (SMAP) planning process required by Ecology under the current NPDES Phase II permit. The model will be used to characterize the volume of stormwater runoff and pollutants derived from that portion of the City, as well as to characterize that portion of the City's eco-hydrologic integrity of the streams based on simulated hydrologic metrics.

**SCADA Data Acquisition for ASR Study.** The City needed assistance obtaining SCADA data for the City's ASR study, which includes investigation of other water source capacity improvements.

## America's Water Infrastructure Act

### Introduction

Under the 2018 AWIA, the City is facing deadlines in 2021 for preparation of an RRA and ERP. RH2's intimate knowledge of the City's water system and staff, which has been gained through the preparation of the WSP update, will allow it to work efficiently with the City to facilitate the RRA and to update the City's ERP. The water system must certify compliance with RRA and ERP requirements on a schedule dependent on system size. Recertification will be required every 5 years.

Since the City's service population is between 3,300 and 50,000, the U.S. Environmental Protection Agency (EPA) mandated RRA deadline is June 30, 2021. This project is targeting:

- RRA completion on June 15, 2021; and
- RRA certification on June 30, 2021.

ERP certification is due within six (6) months of RRA certification; therefore, it is due December 30, 2021. This project is targeting:

- ERP completion on December 1, 2021; and
- ERP certification on December 15, 2021.

The RRA and ERP includes the review and development of sensitive information. RH2 will work closely with the City to securely transmit files and information and will restrict file access of sensitive information where required by the City.

### Risk and Resilience Assessment (RRA)

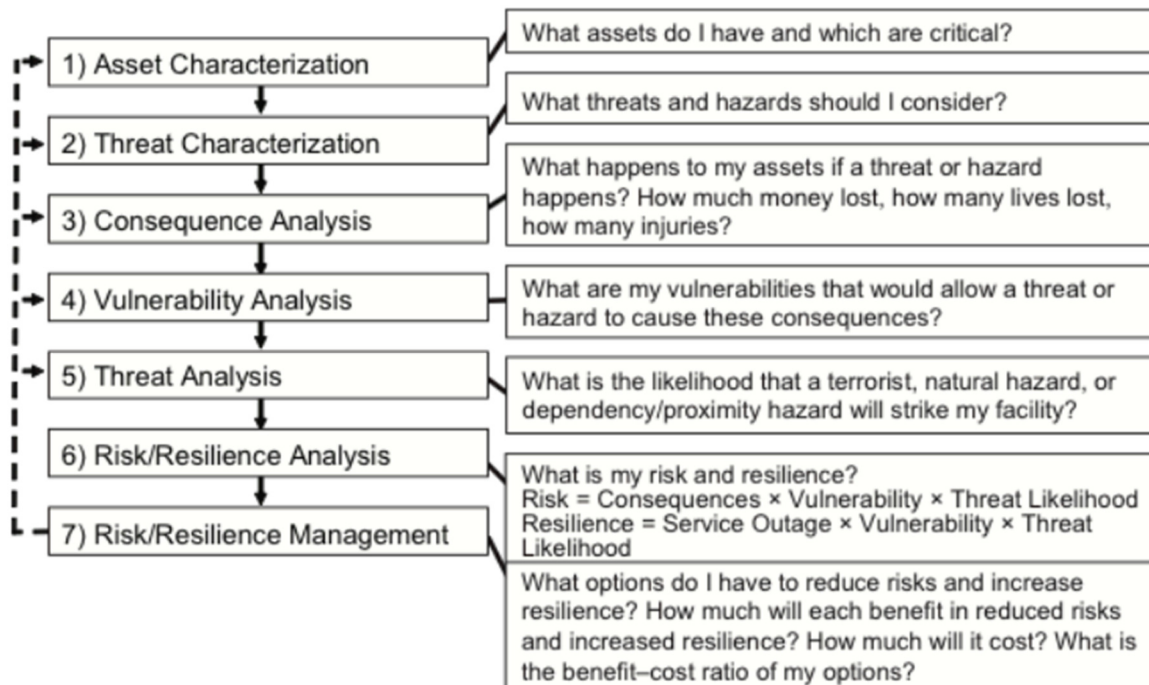
The RRA will include an assessment of the water system assets and an all-hazard approach to threats, including the following:

1. The risk to the system from malevolent acts and natural hazards.
2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, and electronic, computer, or other automated systems (including the security of such systems) that are utilized by the system.
3. The monitoring practices of the system.
4. The financial infrastructure of the system.
5. The use, storage, or handling of various chemicals by the system.
6. The operation and maintenance of the system.

The assessment also may include an evaluation of capital and operational needs for risk and resilience management for the system.

RH2 will follow the standards outlined in American Water Works Association/American National Standards Institute (AWWA/ANSI) J100-10 R13 *Risk and Resilience Management of Water and*

Wastewater Systems (J100) when performing the RRA. J100 outlines a seven (7) step Risk Analysis and Management for Critical Asset Protection (RAMCAP) process, as illustrated in the figure that follows.



### Emergency Response Plan (ERP)

The findings of the RRA are to be incorporated in the ERP update. The updated ERP must include the following:

1. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system.
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water.
3. Actions, procedures, and equipment that can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers.
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.
5. Examination of financial infrastructure.
6. Addressing the use, storage, or handling of chemicals.

7. Consideration of operations, maintenance, and asset management.

### General Assumptions for RRA and ERP

In preparing this Scope of Work, the following overall assumptions were made. Additional assumptions are listed within the tasks.

- *The City has the institutional knowledge of its water system, and the City must respond quickly to information requests, involve the correct staff, perform timely and thorough reviews of draft documents, and be actively involved in the RRA and ERP development in order to meet the EPA deadlines. RH2's role is to support the City's efforts through collection and organization of relevant information and presentation in a way that allows City decision makers to quickly make informed decisions at key points in the RRA and ERP development.*
- *RRA and ERP documents will be limited to the water system. Impacts of other utility failures will be analyzed (to the extent that their failure impacts the water system) and response coordination planned, but analysis and planning for other utilities (such as wastewater) are outside the scope of this project.*
- *Analysis will include applicable business systems. Applicable business systems are assumed to include those systems and IT directly affecting water operations, such as maintenance and communication systems, as well as financial infrastructure such as accounting, purchasing, billing systems, or third parties used for these services.*
- *Project documents will be provided in electronic format (Word and/or PDF format). Deliverables will be provided in PDF format.*
- *Restrictions to in-person meetings and workshops due to COVID-19 will not impact the schedule and are assumed to continue through much of 2020. All meetings can be held via videoconference using either RingCentral or Microsoft Teams platforms. If in-person meetings are necessary, all participants will adhere to health guidelines for in-person activities in order to protect the health of RH2 and City staff. RH2 staff have visited most facilities in the past and it is assumed that specific questions about certain facilities can be documented by City staff and relayed to RH2 without the need for RH2 to perform site visits.*
- *Infrastructure cost estimates will be Association for the Advancement of Cost Engineering (AACE) Class 5 (conceptual level).*
- *RH2 will rely on the accuracy and completeness of any data, information, survey, or materials generated or provided by the City or others in relation to this Scope of Work.*
- *The City will provide timely feedback on deliverables identified in this Scope of Work.*
- *RRA information may be compiled and processed in AEM Engineering's PARRE™ software. The project budget includes an allowance of \$500 to cover the cost of purchasing one (1) license of the PARRE software. The license, along with all data, will be transferred to the City following*

*completion of the work for City use in future RRA efforts. The City will be responsible for maintenance of the license for future RRA efforts.*

- *The City will be responsible for certifying, via electronic submission to EPA, completion of the RRA and ERP, by the deadlines.*

## **TASK 5 – ADDITIONAL WORK FOR UTILITY PLAN UPDATES**

### **Task 5.1 – Additional Hydraulic Sewer Model Development**

**Objective:** Update the pipe invert elevations, pipe diameters, manhole rim elevations, and sewer system configuration in the hydraulic model of the City's existing sewer system based on survey, measured depth information, and record drawings so a more accurate hydraulic model can be developed.

#### **Approach:**

- 5.1.1 Coordinate with a surveyor as a subconsultant to obtain rim elevations of manholes along interceptors in the City's sewer system.
- 5.1.2 Update elevation data in the model by transferring rim elevation data from the survey and measure down information from the City to model manhole nodes. Update elevation data and the sewer system alignments in the model by transferring data from record drawings to the hydraulic model. Review the model for consistency with the *Draft Technical Memorandum* that was prepared for the 384<sup>th</sup> Avenue SE Sanitary Sewer Capacity Analysis Project.
- 5.1.3 Coordinate with the City to resolve inconsistencies between the record drawings and the model. Inconsistencies may be the result of unknown pipes in the system, incorrect invert elevations, or incorrect diameter of pipes shown on system mapping.

#### **Assumptions:**

- *The City will measure the depth of manholes along interceptors in the City's sewer system for the purpose of incorporating this information into the sewer model.*
- *The City will provide rim and invert elevation and sewer alignment information from record drawings for manholes along interceptors in the City's sewer system for the purpose of incorporating this information into the sewer model.*

#### **RH2 Deliverables:**

- SewerCAD model with improved accuracy for use in analyzing the existing and projected system.
- Additional coordination with City to confirm completeness and accuracy of the sewer model.



## Task 5.2 – Growth Projection Revisions and Additional Analyses

**Objective:** Coordinate with the City’s Community Development Department to discuss recent and ongoing changes to proposed development plans in and around the City that affect water and sewer utility service. Review and revise the population and employment projections for the water and sewer utility service areas. Update the WSP, GSP and WRF chapters and analyses with the revised projections and discuss the impacts of the projections on the capacity of the water utility.

### Approach:

- 5.2.1 Coordinate with the City’s Community Development Department to obtain revised population and employment projections for each of the City’s land use planning areas, including the Snoqualmie Falls and Snoqualmie Mill planning areas. Three (3) population and employment projections will be reviewed and re-evaluated.
- 5.2.2 Using the City’s revised population and employment projections, develop projections for the City’s water and sewer utility service areas.
- 5.2.3 Prepare for and attend meetings with the City’s Public Works and Community Development Department, City Attorney, and other City staff to review and confirm the population and employment projections, future development timing, and utility service needs. Evaluate and discuss the impact of the projections on the capacity of the water and sewer utilities.
- 5.2.4 Update the City’s WSP to incorporate the revised population and employment projections. The following chapters and analyses will be revised in part for each of the three (3) projections developed by the City.
  - Chapter 1 – Introduction
  - Chapter 3 – Land Use and Population
  - Chapter 4 – Water Demands, including projections
  - Chapter 6 – Water Source and Quality, including water rights
  - Chapter 7 – Water System Analysis
- 5.2.5 Update the City’s GSP and WRF Facility Plan to incorporate the revised population and employment projections and additional permutations of the flow and loading analyses and projections. The following chapters for the GSP and WRF Facility Plan will be revised in part for each of the three (3) projections developed by the City.
  - Chapter 1 – Introduction
  - Chapter 3 – Land Use and Population
  - Chapter 4 – Wastewater Flow and Load Analysis
  - Chapter 6 – Sewer Collection System Evaluation
  - Chapter 7 – Existing Treatment Facility Evaluation

- Chapter 8 – Treatment Facility Improvements Alternatives
- Chapter 9 – Treatment Facility Recommended Improvements

5.2.6 Due to the length of time required to finalize the projections, the WSP water quality analyses prepared early in the project schedule have become out of date. Updates to the WSP water quality analysis and water quality monitoring plan are necessary to include recent monitoring results from 2019 and 2020.

**Assumptions:**

- *Water demand and sewer flow and loading projections will include population and employment projections for the proposed Snoqualmie Mill Site Development. It is uncertain at this time how many and how large the wineries will be, how much wine is expected to be produced at this development, and over what time period (i.e. these wineries may phase in over a period of time). Water demand and sewer flow and loading projections will not include water demand or sewer flow and loading that could be attributed to wine processing at this development.*

**RH2 Deliverables:**

- Attendance at meetings to review the revised projections.
- WSP chapters that incorporate the updated population and employment projections in the demand projections, projected water system analyses, and capital facilities plan.
- GSP chapters that incorporate all the additional work updates and documentation identified in this Task.

**Task 5.3 – Additional Stormwater Model Updates**

**Objective:** Update the current stormwater models of the City's existing stormwater system.

**Approach:**

- 5.3.1 Search City archives and review stormwater reports and documentation files to identify documentation of the stormwater system in Snoqualmie Ridge Phase I.
- 5.3.2 Apply data collected from the archived documents to develop the Snoqualmie Ridge Phase I portion of the City-wide HSPF stormwater model.
- 5.3.3 Review HSPF stormwater model configuration to evaluate whether it matches flows at the E-Creek flow monitoring station.

**Assumptions:**

- *This effort does not include time for coordination with the City or additional work needed on their planning efforts for the SMAP planning process.*

**RH2 Deliverables:**

- HSPF and Stormwater Management Model (SWMM) stormwater models for use in analyzing the existing and projected system.
- Coordination with the City to confirm completeness and accuracy of the stormwater models.

**Task 5.4 – SCADA Data Acquisition for ASR Study**

**Objective:** Obtain SCADA data requested by the City and Aspect Consulting, LLC (Aspect) for the City's ASR study, including investigation source capacity improvements for the City's drinking water system.

**Approach:**

5.4.1 Obtain, compile, and deliver SCADA data requested by the City or Aspect.

**Assumptions:**

- *The City or Aspect will perform quality assurance and quality control (QA//QC) of the data obtained and delivered under this Task. RH2 will not perform QA/QC of this data.*

**RH2 Deliverables:**

- SCADA data as requested by the City or Aspect.

**TASKS FOR RRA AND ERP**

**TASK 6 – RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN**

**Task 6.1 – Project Management**

**Objective:** Manage RH2's project team, maintain communications, including phone calls and emails, and attend coordination meetings.

**Approach:**

6.1.1 Perform Project Management: Provide direction, coordination, and oversight to the RH2 project team. Work includes the following:

- Organize, manage, and coordinate technical disciplines as described herein, and implement QA/QC to perform this Scope of Work in close coordination with City staff.
- Document and retain information generated by the RH2 team during execution of the project.
- Prepare monthly invoices and budget status summaries.
- Create, maintain, and update an internal project schedule. Monitor, modify, and update the project schedule periodically throughout the project to determine potential impacts of proposed changes. Adjust the schedule to reflect the current status of the project and revisions made to this Scope of Work.

6.1.2 Attend Coordination Meetings: Prepare for and attend (in-person or via video conference) coordination meetings with City staff, as requested. Prepare agenda and meeting minutes. *A total of three (3) meetings are assumed for this Scope of Work, in addition to the other workshop meetings identified elsewhere in this Scope of Work.*

**RH2 Deliverables:**

- Monthly invoices.
- Meeting agendas and minutes.
- Periodic project updates.

**Task 6.2 – Project Kickoff**

**Objective:** Streamline communication between the City and RH2. Identify available existing resources. Lay the groundwork for identifying which assets are critical assets.

**Approach:**

6.2.1 Establish Primary Points of Contact: Work with the City to identify primary points of contact for RH2 and within the City's organization related to different aspects of the system, including:

- Management;
- Operations;
- Engineering;
- Electrical;
- IT/Supervisory Control and Data Acquisition (SCADA);
- Administrative/Billing; and
- Physical Security

6.2.2 Obtain and Review Background Information: Provide the City with initial AWIA Information Request Form. Obtain and organize background information identified in information request form. Review information to assess whether information is relatively sufficient, complete, and up to date. Update information request form and coordinate with the City to obtain or update information as needed. Prepare bibliography of data obtained.

6.2.3 Identify Critical Thresholds: Coordinate with the City to review the organization's mission statement and translate the mission statement into terms that will help determine criticality of assets during an emergency, such as:

- Fire flow (gallons per minute at hydrants);
- Water system pressure (pounds per square inch in distribution system);
- Water quality (specific);
- Water treatment (specific);

- Service disruption length (hours or days);
- Critical customer need requirements (specific); and
- Other.

**Provided by City:**

- Existing information as identified on the AWIA Information Request Form, including the City's Vulnerability Assessment prepared in response to the 2002 Bioterrorism Act.
- Decision on critical thresholds.

**RH2 Deliverables:**

- AWIA Information Request Form.
- Bibliography of data.
- Summary of critical thresholds.

**Task 6.3 – Threat and Asset Characterization and Creation of Threat-Asset Pairs**

**Objective:** Identify City water system assets and threats. Eliminate non-critical assets and non-feasible threats. Create Threat-Asset (T-A) Pairs for analysis in more detail in future tasks. The purpose of this Task is to narrow the number of assets, threats, and T-A pairs from a comprehensive list to a limited list of the top T-A pairs based on consequence. *For budgeting and planning purposes, it is assumed that this process will begin with a maximum of 250 water system T-A pairs. These T-A pairs then will be ranked and reduced to a top 50 list of T-A pairs for full analysis.*

**Approach:**

6.3.1 Identify and Characterize Assets: Work with the City and use the available documents and threshold criteria to create an initial asset table and chapter of the RRA Report.

- Use threshold criteria to identify critical assets and to eliminate non-critical assets from further consideration.
- Document why assets are critical.
- Organize and prepare tables and Assets chapter of RRA Report.

6.3.2 Identify and Characterize Threats: Work with the City and other resources to identify and characterize natural hazards, malevolent threats, and dependency/proximity threats.

- Document which threats are likely and deserve additional consideration and which are highly unlikely to this system and area and should be eliminated from further consideration.
- Organize and prepare Threats chapter of RRA Report.

6.3.3 Create T-A Pairs: Pair threats and assets for further analysis.

- Create table of T-A pairs.

6.3.4 Develop Consequence Rating Criteria for Preliminary Screening: Work with the City to identify and document numerical consequence rating criteria that can be used for preliminary screening of the T-A pairs. Consequence categories will include the following:

- Fatalities;
- Serious Injuries;
- Utility economic loss;
- Regional economic loss;
- Environmental impacts;
- Public confidence;
- Service denial (hours or days); and
- Other.

Document the criteria and apply the consequence rating criteria to the T-A pairs and rank them in a table. Organize and prepare Consequence Rating Criteria chapter of RRA Report.

6.3.5 Reduce the Number of T-A Pairs: Work with City staff in a workshop to reduce the number of T-A pairs to no more than 50. The number of T-A pairs will be reduced based upon:

- T-A pairs that can be grouped based on similar assets facing the same threats with similar consequences;
- Bottom-cutting of lower consequence T-A pairs; and
- Professional judgement.

**Provided by City:**

- Assistance on initial asset identification.
- Review of initial asset table.
- Review of Asset chapter of RRA Report.
- Review of Threats chapter of RRA Report.
- Review of T-A pairs table.
- Agreement upon consequence rating criteria for preliminary screening.
- Review of Consequence Rating Criteria chapter of RRA Report.
- Participation in reducing the number of T-A pairs.

**RH2 Deliverables:**

- Initial asset table.
- Critical asset table.
- Assets chapter of RRA Report (electronic form only).
- Threats chapter of RRA Report (electronic form only).
- Table of initial T-A pairs.
- Table of initial T-A pairs containing preliminary screening consequence criteria.
- Consequence Rating Criteria chapter of RRA Report (electronic form only).
- Table of T-A pairs to be analyzed for baseline risk and resilience.

**Task 6.4 – Calculate Baseline Risk and Resilience**

**Objective:** Identify, calculate, and document values for consequence cost, vulnerability, and threat likelihood that will allow for calculation of baseline risk for each T-A pair. Consider the cost of service denial to calculate the resilience of each T-A pair.

**Approach:**

- 6.4.1 Evaluate and Summarize Consequence Costs: Estimate the planning-level costs if a threat is realized against an asset. Organize and prepare Consequence chapter of RRA Report.
- 6.4.2 Evaluate and Summarize Vulnerability: Calculate the probability (0 = not vulnerable; 1 = highly vulnerable) that the asset will fail if the paired threat occurs using methods such as available data, event trees, path analysis, vulnerability logic diagrams, historical knowledge, and interviews with suppliers. Organize and prepare Vulnerability chapter of RRA Report.
- 6.4.3 Evaluate Threat Likelihood: Utilize available sources of information to calculate the likelihood of a threat occurring in any given year (1 = certain;  $10^{-10}$  = highly unlikely) for each T-A pair. Organize and prepare Threat Likelihood chapter of RRA Report.
- 6.4.4 Calculate Baseline Risk of Each T-A Pair: Calculate baseline risk (\$ per year) for each T-A pair.
- Multiply the values of Consequence, Vulnerability, and Threat Likelihood developed in this Task.
- 6.4.5 Calculate Baseline Resilience of Each T-A Pair: Calculate the baseline resilience (\$ per year) for each T-A pair.
- Multiply the cost to the City (duration in days multiplied by lost revenue per day) by the vulnerability and threat likelihood. Use the values for vulnerability and threat likelihood as developed in this Task.

**Provided by City:**

- Review of Consequence chapter of RRA Report.
- Review of Vulnerability chapter of RRA Report.
- Review of Threat Likelihood chapter of RRA Report.
- Review of table of T-A pairs showing values for variables and calculated baseline risk and resilience.

**RH2 Deliverables:**

- Consequence chapter of RRA Report (electronic form only).
- Vulnerability chapter of RRA Report (electronic form only).
- Threat Likelihood chapter of RRA Report (electronic form only).
- Table of T-A pairs showing values for variables and calculated baseline risk and resilience.

**Task 6.5 – Risk and Resilience Management**

**Objective:** Identify potential mitigation measures to reduce the risk and/or increase the resilience of T-A pairs and the system as a whole.

**Approach:**

- 6.5.1 Identify Potential Mitigation Measures: Identify up to ten (10) potential mitigation measures to reduce the risk of T-A pairs.
- 6.5.2 Develop Live-Cycle Cost Estimates for Potential Mitigation Measures: Prepare planning-level costs covering both capital and operations and maintenance costs of the potential mitigation measures.
- 6.5.3 Calculate Mitigated Risk: Recalculate risk based on revised consequence, vulnerability, and threat likelihood values based on the potential mitigation measure being carried out.
- 6.5.4 Calculate Benefits of Potential Mitigation Measures: For T-A pairs with reduced risk due to mitigation measures, calculate the following:
- Gross Benefit = Baseline Risk – Mitigation Risk.
  - Net Benefit = Gross Benefit – Mitigation Measure Cost.
  - Benefit/Cost Ratio = Net Benefit/Mitigation Measure Cost.
  - Identify Timeline of Mitigation: Short (immediately), mid-term (1 to 5 years), or long-term (greater than 5 years).
- 6.5.5 Select Mitigation Measures: Assist the City with determining and prioritizing which potential mitigation measures to include in a prioritized implementation plan. Organize and prepare Risk and Resilience Management chapter of RRA Report.



**Provided by City:**

- Decide and prioritize which mitigation measures to implement.
- Review Risk and Resilience Management chapter of RRA Report.

**RH2 Deliverables:**

- Table of T-A pairs showing benefit and potential mitigated risk calculations.
- Risk and Resilience Management chapter, including prioritized implementation plan (electronic form only).

**Task 6.6 – Finalize RRA**

**Objective:** Finalize RRA for the City's submittal of the certification letter to EPA.

**Approach:**

6.6.1 Finalize RRA: Incorporate all chapters and tables previously prepared into a single RRA report. Prepare an executive summary, cover, table of contents, and redacted prioritized implementation plan. Provide to City for review. Prepare final report based on City comments.

**Provided by City:**

- Review of complete RRA Report.
- Submittal of electronic certification to EPA.

**RH2 Deliverables:**

- Draft and Final RRA Report (electronic form only).

**Task 6.7 – Emergency Response Plan Update**

**Objective:** Prepare a simple and flexible ERP update that incorporates the work of the RRA and addresses new requirements under the AWIA.

**Approach:**

6.7.1 Review Existing ERP: Review existing ERP (*Emergency Operations Plan* dated September 2002).

6.7.2 Identify Proposed Updates to the ERP: Identify sections of the ERP proposed to be updated and discuss proposed updates with the City to determine which to undertake.

6.7.3 Prepare Initial Draft ERP: Draft the updated ERP to comply with AWIA requirements. Obtain City comments on the initial draft and prepare an updated draft document.

6.7.4 Facilitate ERP Training Workshop and Tabletop Exercise: Participate in an ERP workshop to be conducted at the City's facilities. *It is assumed the workshop will be four (4) hours in duration and the tabletop exercise also will be four (4) hours in duration. The tabletop exercise*

*will be able to be held in person since it will be held in approximately October 2021.* Facilitate tabletop testing of ERP as follows:

- Participate in a workshop to introduce City staff to the ERP.
- Identify one (1) emergency scenario that will be run during the tabletop exercise.
- Facilitate tabletop exercise to test the ERP.
- Discuss the ERP and the exercise results with participants and identify any needed ERP adjustments.

6.7.5 Finalize ERP: Based on feedback received during Subtask 6.7.4, prepare final ERP and submit to the City.

**Provided by City:**

- Existing *Emergency Operations Plan* (EOP).
- Review and comment on initial draft ERP.
- Meeting space and arranging for participation of necessary staff to perform an ERP training workshop and tabletop exercise.
- Guidance on updates to make to draft ERP based on the workshop and tabletop exercise result.
- Review of final ERP.
- Submittal of electronic certification to EPA.

**RH2 Deliverables:**

- Initial Draft ERP (electronic form only).
- Draft ERP (electronic form only).
- Training workshop and tabletop exercise facilitation.
- Final ERP (electronic form only).

**EXHIBIT B**

Fee Estimate

Amendment No. 1

City of Snoqualmie

Water System Plan, General Sewer and Wastewater Facilities Plan, and Stormwater System Plan Updates

Additional Analyses for Utility Plan Updates and AWIA Risk and Resilience Assessment/Emergency Response Plan

Jun-20

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 5	ADDITIONAL WORK FOR UTILITY PLAN UPDATES	351	\$ 62,093	\$ 21,896	\$ 3,901	\$ 87,890
5.1	Additional Hydraulic Sewer Model Development	100	\$ 16,483	\$ 10,918	\$ 1,556	\$ 28,956
5.2	Growth Projection Revisions and Additional Analyses	245	\$ 44,444	\$ -	\$ 2,294	\$ 46,738
5.3	Additional Stormwater Model Updates	-	\$ -	\$ 10,978	\$ -	\$ 10,978
5.4	SCADA Data Acquisition for ASR Study	6	\$ 1,166	\$ -	\$ 52	\$ 1,218
Task 6	RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN	333	\$ 64,994	\$ -	\$ 2,831	\$ 67,825
6.1	Project Management	26	\$ 5,568	\$ -	\$ 270	\$ 5,838
6.2	Project Kickoff	17	\$ 3,298	\$ -	\$ 172	\$ 3,470
6.3	Threat and Asset Characterization and Creation of Threat-Asset Pairs	63	\$ 12,228	\$ -	\$ 904	\$ 13,132
6.4	Calculate Baseline Risk and Resilience	72	\$ 13,696	\$ -	\$ 433	\$ 14,129
6.5	Risk and Resilience Management	58	\$ 11,102	\$ -	\$ 389	\$ 11,491
6.6	Finalize RRA	17	\$ 3,342	\$ -	\$ 84	\$ 3,426
6.7	Emergency Response Plan Update	80	\$ 15,760	\$ -	\$ 578	\$ 16,338
AMENDMENT 1 TOTAL		684	\$ 127,087	\$ 21,896	\$ 6,732	\$ 155,714

Contract Total	
Original Contract Total	\$788,809
Previous Amendments	\$0
This Amendment	\$155,714
Project Total	\$944,523



# CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)  
05/1/2022  
Item 4.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sammamish Insurance, Inc. 704 228th Ave NE, PMB 373  Sammamish WA 98074		<b>CONTACT NAME:</b> Jona Bolin <b>PHONE (A/C, No, Ext):</b> (425) 898-8780 <b>FAX (A/C, No):</b> (425) 836-2865 <b>E-MAIL ADDRESS:</b> JonaBolin@msn.com	
<b>INSURED</b> RH2 Engineering Inc 22722 29th Dr SE Ste 210  Bothell WA 98021		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security Insurance Company <b>INSURER B:</b> The Ohio Casualty Insurance Company <b>INSURER C:</b> Continental Casualty Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 24082 24074 20443	

## COVERAGES

CERTIFICATE NUMBER: CL2151103766

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		BZS57962270	05/29/2021	05/29/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							Stop Gap - WA \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>	Y		BAS57962270	05/29/2021	05/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y		USO57962270	05/29/2021	05/29/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		AEH004312321	05/29/2021	05/29/2022	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
	Professional Liability Claims Made						Per Claim \$3,000,000
							Aggregate \$5,000,000
							Deductible \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Snoqualmie, its officers and employees are added as an additional insured automatically where required by contract as respects General Liability and Automobile Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Snoqualmie 38624 SE River St. PO Box 987 Snoqualmie WA 98065	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## City of Snoqualmie Business License

RH2 ENGINEERING INC  
22722 29TH DR SE, STE 210  
BOTHELL, WA 98021

RH2 ENGINEERING INC  
Is Here By Authorized To Operate

22722 29TH DR SE, STE 210, BOTHELL, WA 98021  
Business Location

Customer Number  
20888

License Number  
# 112536

Expires: 12/31/2023

Issued: 1/30/2023

License Type: Annual

Finance Department  
PO Box 987

38624 SE River ST  
Snoqualmie, WA 98065

425.888.1555

[www.snoqualmiewa.gov](http://www.snoqualmiewa.gov)



Authorized Representative, City of Snoqualmie

*This license must be posted in a conspicuous place at the location listed above and is valid only for the location listed above. This license is Not Transferable.*